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The Solicitors' Journal.

LONDON, FEBRUARY 24, 1872.

THE QUESTION as to the right of sheriffs' officers to sue attorneys issuing writs of execution for the costs of an abortive levy may now be taken to be settled, so far as the general question is concerned, by the decision of the Court of Exchequer in *Merriman* v. *Newman*, reported in to-day's *Weekly Reporter*. It will be remembered that this question has arisen very frequently of late in the county courts. The case to which we are now referring was an appeal from a decision of Mr. Malcolm Kerr at the City of London Court, which will be found reported at 15 S. J. 902. Since then we have reported (16 S. J. 105) a decision of Mr. Sumner in the Gloucestershire County Court, to the opposite effect of that of Mr. Kerr. In commenting upon the latter case (16 S. J. 98) we suggested that Mr. Sumner had hit upon the true rule, and that where the attorney does not point out to the officer the goods levied on, but the latter levies on his own responsibility, then, if the levy proves abortive, the officer cannot recover his fees, or anything at all; although, possibly, when the attorney directs a levy on particular goods, he may be liable upon a *quantum meruit* for work done, even where it ultimately turns out that the goods he so pointed out were not those of the judgment debtor.

The Superior Court has now reversed the decision of Mr. Kerr. Thus, the first part of the above proposition—viz., that the attorney is not liable where he does not interfere, is clearly established. We think there can be little doubt about the latter part of the proposition. At present, however, it can scarcely be said that there is any authority in the Superior Court for it. There is, however, a decision of Mr. Bailey, the judge of the Westminster County Court (*Newman* v. *Froggart*), reported 15 S. J. 901, upon the point.

IT APPEARS, after all, that the Government majority in the House of Lords upon the Collier-*per-saltum* question was only eighty-eight, and not eighty-nine to eighty-seven, as announced upon the division. Thus the majority of one against the vote of censure will be the Lord Chancellor's own vote. The result of Monday evening's division in the House of Commons was about what, under the circumstances, was anticipated; the adverse motion was rejected by 268 to 241. The *Alabama* complication has done the Government a good turn, by securing to them a very large number of votes from hon. members of moderate proclivities, who shrank from giving at such a juncture a vote which might weaken the hands of a Government engaged in controversy with a foreign opponent. But even this would hardly have saved the vote in the Commons, without the immense support of Sir Roundell Palmer's name. Sir Roundell Palmer's support is as a tower of strength in any matter legal or bearing upon law; and in this case his name, rather than his arguments, carried weight. Yet Sir R. Palmer's own support of the Government against the vote of censure seems, if we may judge from the opening of his speech, to have proceeded rather from a belief that the proposed punishment was too heavy for the offence, than from a belief that there had been no offence at all. Holding that view, the member for Richmond addressed himself to say all that could be said in exoneration of the transaction. That the affair was a "job," in the grosser sense of the word, no one has pretended; Sir R. Palmer's argument in favour of its exoneration amounted, when all was said, to this:—that the appointment being within the letter of the Act, and the person competent and suitable to the place, the objection that the appointment was contrary to the spirit of the Act was too technical to be the just basis of a vote of censure. But the fact that the individual appointed is not in his own person unsuitable is not a sufficient reason for passing over what even Sir R. Palmer hardly contends to have been other than an evasion of the spirit of this Act. We cannot always be sure that when a Government are going to evade the intention of an Act of Parliament they will do it in an equally harmless instance. We must hope that the storm of disapprobation which has been showered upon the deed, and the narrow escape from solemn Parliamentary censure, will prove a sufficient warning; and that ministers will bear in mind that the United States cannot always be expected to step in as *Deus ex machinâ*.

THE SHORT POINT involved in the case of *Prosser* v. *The Bank of England*, reported in to-day's *Weekly Reporter*, is one of much importance from the enormous number of instances in which it recurs. The question is, simply, whether the Bank of England, in requiring proof of the death of stockholders, are entitled to demand, in addition to an extract from the parish register of burials, and an identification of the stockholder with the deceased named in the register, a statutory declaration that the extract had been compared with the original register. By 14 & 15 Vict. c. 99, s. 14, copies of public documents like registers of burial, are rendered admissible in any court of justice, or before any person having by law or by consent of parties power to take evidence, if proved to be examined copies, *or*, provided they purport to be certified as true copies by the officer having custody of the original. Under this provision the Lords Justices in *Re Neddy Hall's Estate* (17 Jur. 29) (and see *Re Porter's Trusts*, 4 W. R. 443), admitted an extract certified by the curate of the parish, without further verification; so that as Vice-Chancellor Wickens put it in the case before him, the question was whether or no the Bank in uncontested cases were bound by what the Legislature had said should be evidence in litigated cases. The Vice-Chancellor thought that he could not interfere with a discretion which the Bank had *bonâ fide* exercised. From a communication which we print elsewhere it seems that the case is likely to be appealed.

THE CHANCELLOR would seem to think that to him belongs the patronage of the high offices of Chief Justice of the Queen's Bench and Common Pleas, for he intimated that had either become vacant he would have no objection to appoint Sir Robert Collier to fill the vacancy. He would in fact have been unable to do anything of the sort. The disposal of the Chief Justiceship of the Queen's Bench rests with the Premier; and as to the Common Pleas, the Attorney-General for the time being can claim the "cushion of the Pleas" as a matter of right. The office of Chief Baron is in the gift of the Chancellor, but neither of the other common law chiefships. Indeed, the nomination to the Chief Baron's post was at one time claimed by a prime minister (Lord Grey) but Lord Brougham

(the then Chancellor) insisted on his own right, and no Premier has claimed to nominate since his time. It may be remembered that Brougham did himself honour by nominating Lyndhurst.

LAST WEEK we drew attention to the extraordinary misstatement of the Lord Chancellor as to the duties (to say nothing of the salary) of a revising barrister. Incredible as it may seem, it is obvious that Lord Hatherley was entirely unaware that the duties of a reviser must, by law, be discharged in vacation. If he had known the fact, he could scarcely have stated that Mr. Beales, for the sake of being appointed to a revisorship, had abandoned his business in the Court of Chancery. The *Times* has subsequently published the following letter from the Lord Chancellor's Principal Secretary:—

Sir,—I am directed by the Lord Chancellor to request your permission to correct in your columns an error into which his Lordship inadvertently fell last night in the course of his speech when referring to Mr. Beales.

The Lord Chancellor's expressions would imply that the salary of a revising barrister is £700, whereas the remuneration received for each revision of the lists of voters is 200 guineas only; but what his Lordship meant to state was, that Mr. Beales had, in consequence of the course taken on the refusal to renew his appointment, suffered in various ways a loss of income amounting to about the sum mentioned. I am, Sir, &c.

We cannot tell what may be meant by "in consequence of the course taken on the refusal to renew" Mr. Beales' appointment. Whatever the interpretation of this phrase may be, it retracts only one of the misstatements which we pointed out last week. It does not retract at all the ridiculous statement that Mr. Beales had abandoned his Chancery practice in order to discharge the duties of a revising barrister, which are performed in September and October. What are the "various ways" in which Mr. Beales suffered through the non-renewal of his revisorship? "A loss of income amounting to about" £700 a year! The absurdity is palpable; and the letter merely evades the admission by involving the matter in vagueness.

SINCE WE CALLED ATTENTION last week to the uncertainty existing in the London county courts as to closing on Tuesday next, the Lord Chancellor has issued an order on the subject. The order takes the usual form of "permitting, not compelling" the courts and offices to close, and applies to the Metropolis only, including Bow, which for ordinary purposes is not a Metropolitan court. Notwithstanding the order, one at least of the courts will have to sit on Tuesday in consequence of summonses having been issued for that day before it was known that the day was to be a thanksgiving day.

WHAT IS THE RIGHT TITLE for Sir Alexander Cockburn? Is it Chief Justice "of England" or of the "Queen's Bench." Mr. Gladstone, in the debate on Mr. Collier's appointment, used the latter designation, and, it would seem from the reports, thereby incurred the displeasure of the Opposition. It happens, however, that Mr. Gladstone was quite right. There has been no person entitled to the name of "Chief Justice of England" since Magna Charta. Previously the Queen's Bench, Common Pleas, and Exchequer did not exist as separate courts, and the president of the "Aula Regis," which included them all, enjoyed the title of "Chief Justiciary of England." By Magna Charta (1216) the Common Pleas was constituted a separate court, and ere long the Exchequer was also entirely severed from the "aula regis." The Chief Justiciary of England then became the Chief Justice of the King's Bench, and that is to this day his proper title. Until Coke's time he was almost invariably called by it, and it alone. But Coke, who was appointed against his own wish as Chief Justice of the Queen's Bench, which in those days was not so lucrative as the "cushion of the Pleas," compensated himself for loss of income by insisting upon the title of Chief Justice of England. In one sense, he was right, for the Queen's Bench retains the lion's share of the jurisdiction of the "aula regis." But in strictness he was wrong, as the president of the Queen's Bench only exercises a part of the jurisdiction of the old justiciaries. Mr. Gladstone, therefore, in using the phrase "Chief Justice of the Queen's Bench" of Sir Alexander Cockburn, was guilty of no inaccuracy, and probably intended no disrespect.

THERE SEEMS NO REASON WHY, having some time ago said our say upon the present *Alabama* complication, we should add any quota to the immense amount of matter with which the public is being deluged on the subject. At present we only desire to point out that nearly all who have written on the question from the American point of view, and many who have handled it from the British side, have fallen into a misconception so far as concerns the notion of "abrogation of the Treaty."

There is no desire on England's part to "abrogate the Treaty;" she simply says—"Since it appears that the parties have not agreed to refer the same subject-matter, the reference cannot proceed till they are at one on that point." Of abrogating the Treaty under which this reference was to take place there has never been any suggestion on this side of the water; we only adhere to what we, when we entered into it, understood to be its basis.

The news, as we are going to press, is that the Government of the United States decline to withdraw their case. That being so, there seems no alternative but that the arbitration must drop. Yet perhaps there may still be room for hope that that may be avoided by a graceful abandonment on the part of the United States of that part of their "case," which opinions from every part of the world, including their own, pronounce to have been inserted as a matter of "prejudice," or to gratify the views of an extreme party, and at any rate without any idea of its ever being entertained as solid by the arbitrators.

THE GRIEVANCES OF JURYMEN.

Jurymen's grievances were brought before the House of Commons last week by Mr. Lopes, Q.C., who succeeded in extracting from the Attorney-General a promise to deal with the matter. We have always contended that the fault rested more with the administration of the law than with the law itself. If only some means were found of ensuring that the provisions of Lord Enfield's Act of 1870 should be carried out, the grievances would disappear. That this is so, as regards Middlesex, is conclusively proved by the astounding statement made by Mr. Lopes, doubtless on good authority, that the whole number of special jurors entered on the jury-books for the whole county is only 1,800. There ought probably to be more than that number either in Marylebone or Westminster alone. The only large classes now exempt are members of the Legislature, ministers of religion, and practising lawyers and doctors; together with females, infants, and persons over sixty years of age. The notion of there being in the whole county of Middlesex only 1,800 persons not exempt, who occupy houses rated either to the poor-rate or inhabited house duty at £100 a year, is really absurd. We observe that learned gentlemen who might have been expected to know better, appeared to think that the qualification of a special juror still depended on his being described as merchant or esquire. This, however, was altered by the Act of 1870, and at present the test is simply the occupation of a house or premises rated at not less than £100 a year. Even the ab-

surdly small number of 1,800 special jurymen returned in the lists is not, however, found available, as it includes many names of persons long dead or removed. It is calculated that only about 1,200 are really available. The fault of this of course rests, in the first place, with the overseers who have to make out the lists. It would seem, however, from the figures given, that the lists made must be so grossly inadequate, that a part of the blame must fall upon the justices in petty sessions, who have certified in writing according to the statute that the lists are, to the best of their knowledge and belief, true and proper lists. If the number of special jurors on the lists had only been added up, one would have thought that the defective character of the lists must have been apparent. The justices, therefore, in all probability, have taken no trouble at all to ascertain whether the lists were proper or not. Even, however, with the small number of 1,200 available special jurors, the turn of each for being summoned as one of the special jury panel for the sittings at Westminster, according to the present system (when one panel is made to serve during the whole sittings), ought not to come much oftener than about once in two years. In fact, however, many persons find it comes much oftener. There must be something wrong about all this. Black-mail is levied somewhere. It is notorious that this is so, and the Attorney-General and other members of the House alluded to the fact. It is, however, extremely difficult to ascertain the process by which this is effected, or the particular class of officials who levy it. But it must be put a stop to, and until this is effectually done it is impossible to expect to establish a satisfactory system.

In apportioning the blame amongst the various parties who have a share in it, we must not, however, omit either the sheriffs or the judges. The latter are constantly protesting that they have no power in the matter, but they do not appear quite to know their own position. They cannot, of course, assist persons summoned out of their turn, but they might put an end to one of their grievances—viz., their being kept on duty so long at a time. They have a power, which they ought to exercise, under the 21st and 24th sections of the Act of 1870, of insisting that there shall be a fresh panel say every four working days. This the sheriffs have power to provide for, with the consent of the judges, and the judges have power to make rules to insist on its being done. There should be at least three panels for the fortnight's sittings; and if this were the case no one would be on duty for more than four days at a time, unless he were unfortunate enough to get on a long case. If this alteration were made, and also the services of all persons liable were made available in their proper turn, the duty would not fall on each individual oftener than once in three or four years, if so often, and then only for four days or so at a time. In that case all complaints would cease. It would, of course, be a matter of difficulty to secure absolute observance of the proper turn of summoning each juror. It would not, however, be by any means impossible to do it so approximately that there should be no unfairness. Perhaps the principal difficulty would be with regard to coroners' juries. These, of course, must be summoned from the neighbourhood where the inquest is held, and at short notice. It would, however, be quite practicable to summon them from the jury-list of the parish within which the inquest was to be held, and to take them from that list in turn. The frequency of their service would of course depend upon accidental circumstances. As regards all other juries, the under-sheriff might be made responsible for persons qualified being summoned in proper turn. Most of them would be summoned by the under-sheriff's own officer, while as to any juror not summoned by him, lists of persons to be summoned might be furnished by him to the proper summoning officers, which lists it should be the duty of such officers to exhaust before applying for fresh ones. Thus there would be means of keeping in the under-sheriff's office a record of the service of all jurors. It would of course be impossible for the under-sheriff to ascertain the identity of persons removing from one parish to another, and appearing for the first time in the jury list of their new parish. In such cases, however, the parties themselves might be allowed to have an entry made on the new jury list at its revision, showing where they had removed from, and thus, if they thought it worth while to take the trouble, they might get the benefit of their former service. In the same way persons having more than one qualification might have the fact duly entered on the list. All this would give some trouble, but we believe that the details of a satisfactory scheme for summoning all in turn could be worked out by any practical man with a little administrative ability. It really would be more a problem in book-keeping than anything else.

As regards payment, a fair rule to adopt would be that where an individual is not called on to do more than give about four days service every three or four years, the payment should be not much above a nominal sum. It should fairly cover all possible expenses, but not be a remuneration. The services are given for the benefit of the public, and if they are not required beyond the extent mentioned, the tax cannot be considered an unreasonable one. But wherever extraordinary services are required, then there should be such remuneration as will fairly compensate the individual for his time, and there should also be power in someone to grant exemption for the future. In all cases lasting beyond a certain number of days, the judge should have power to give the jurors serving a certificate of exemption, either for a certain number of years or for life, at his discretion, or according to the length of the case.

The principle which we advocate, is in short, this. Treat the ordinary service on juries as a public duty, not to be remunerated, but to be performed for the general benefit of the public. Apportion the duty fairly amongst all, and the burden will not be felt. Inasmuch, however, as the length to which exceptional cases will every now and then extend must necessarily throw upon particular jurors trying such cases more than their fair share of the general burden, we would provide in such cases for a liberal remuneration, in order, as far as possible, to recompense such jurors for the sacrifice of their time. We regard the institution of trial by jury as most valuable, not only as affording an excellent if not the best mode of trying questions of fact, but also by its indirect operation, and its effect upon the individuals called upon to assist in the administration of justice. The manner in which jurymen, when they are caught, now perform their duties forbids us to suppose that the present complaints are caused by any shrinking from the performance of a public duty. They are caused solely by the sense of unfairness, arising from the unequal imposition of the duty.

There is one other matter discussed in the House to which we should allude, and that is the suggestion that jurors may be relieved by diminishing the number on each jury. Within moderate limits this might be done: nine, perhaps, would be a sufficient number. But with all our admiration of the system, we should prefer to see it done away with altogether, rather than have juries of five, as in the county courts. The gentlemen who spoke highly of that tribunal in the House probably had no experience of it. We believe that it works very badly, and that it is owing to this, rather than to any general satisfaction with the decisions of the county court judges, that the right to have a jury in the county court is comparatively seldom exercised. Trial by jury, after all, though on the whole it works so well, is an anomaly. It seems absurd to leave the decisions of difficult ques-

tions to men totally untrained, and, as likely as not, naturally stupid. No one in his senses would submit to have his case decided by one such man, to be selected haphazard. It is only by taking a considerable number that the result, so satisfactory on the whole, is obtained. The verdicts of juries are generally given by two or three men of ability and character, who lead the others. The number is required not so much because the verdict of twelve men of identical capacity is much, if at all, better than the verdict of two or three, but because in practice the jurors never will be of identical capacity; and it is only by taking a sufficient number, that a practical certainty is obtained of getting the men whose judgment is required on the case, and who will guide the others.

BILLS OF SALE.

No. II.

The case of *Ex parte Homan, In re Broadbent* (19 W. R. 1078, L. R. 12 Eq. 598) suggests a method of deferring registration. In consideration of a present advance by H., B. agrees in writing in October, 1868, to give him a bill of sale over certain specified chattels when required. On the 7th of July, 1870, B., at the request of H., executes a bill of sale to secure the advance, containing power for H. to take possession on default of payment after demand. On the same day, but after the execution of the bill of sale, B. presents a petition for liquidation. On the 8th of July a demand for payment of the money was made in accordance with the terms of the bill of sale, and default being made, possession was taken on the same day; the goods were removed on the 14th and 15th, and were sold by auction on the 18th and 19th July. The bill of sale was registered on the 19th July. On the 25th July a meeting of B's creditors was held, at which it was resolved to wind up the bankrupt's affairs in bankruptcy, and not by liquidation; and on the 26th July B. was adjudicated bankrupt on a debtor's summons, which had been served on him on the 2nd July. In this state of things the county court judge dismisses with costs an application by the trustee under the bankruptcy for an order that the bill of sale should be declared fraudulent and void *as being an assignment to H. by way of fraudulent preference*, (*b*) that the proceeds of the goods should be handed over to the trustee, (*c*) that the goods or the proceeds thereof might be declared a part of the estate of the bankrupt *as being at the commencement of the bankruptcy, with the consent of H., in the order and disposition of the bankrupt.*

On appeal Bacon, C.J., decided in favour of the respondent H., without calling on his counsel, on the three grounds following: first, that the bill of sale did not amount to a fraudulent preference, as it was given on request, and in accordance with a previous agreement; second, that an agreement to give a bill of sale does not require registration; and third, that as the bill of sale was given by the bankrupt at a time when he had a perfect right to give it, and was registered within the twenty-one days, it was a good bill of sale within the Act. Assuming that this decision is correct, the following plan might be adopted: let an agreement be executed under seal for giving when required a bill of sale "in the form given in the schedule to these presents," with power to the lender to execute it in the name of the borrower on his default in doing so; if the bill of sale were executed, either by the mortgagor or in his name by the mortgagee, before the mortgagor committed an act of bankruptcy, or before his goods were actually seized, it would be perfected by registration within the twenty-one days sufficiently to protect the mortgagee. It must be remembered, however, that *Ex parte Homan* was decided before *Ex parte Cohen* was reported, and that any scheme of the nature here suggested may perhaps be held open to the objection raised by Mellish, L.J., in *Ex parte Cohen*.

As before pointed out, a bill of sale given by way of mortgage by a trader will, as regards the chattels remaining in his possession at the time of bankruptcy, be void as against the trustee in bankruptcy, either if the bill of sale be not registered, or if it be registered and the possession of the mortgagor becomes inconsistent with the deed—as, for example, if the terms of the deed authorise him to remain in possession *till default*, and he remains in possession after default. This is a most serious defect in the security, as usually framed. The better way, especially if it is not intended to be registered, is to authorise the mortgagee to take possession of the goods at any time, with a declaration that the mortgagor may remain in possession till he does so. A deed framed in this manner, and registered, appears to afford full protection against the trustee in bankruptcy, for at every moment the possession of the mortgagor is consistent with the terms of the deed. Suppose, on the other hand, that the deed is not intended to be registered, then the mortgagee can, as soon as he believes that the mortgagor is likely to commit an act of bankruptcy, or to have an execution levied against him, protect himself by taking possession of the goods; the remedy is, however, a precarious one, for it may happen that the mortgagee does not become aware of the fact of the mortgagor's having committed an act of bankruptcy until proceedings are taken for the purpose of making him a bankrupt, a time when it is too late for the mortgagee to protect himself by taking possession of the goods.

The advisers of the mortgagor sometimes object to the insertion of a power to take possession *at any time*, and endeavour to modify the power by making it to arise on default of payment at the appointed time, or on nonpayment of all monies after twenty four hours' notice. Such modification may, in the case where the bill of sale is not intended to be registered, render the power entirely useless; for the object of the power is to enable the mortgagee to take possession the instant that he believes that the mortgagor is likely to commit an act of bankruptcy, or the instant that he believes that any creditor is going to levy an execution on the chattels comprised in his security.

As a rather complicated example of a bill of sale, let us consider the frame of a security given by the hirer of railway waggons to a bank to secure the balance of his account current, where, under the terms on which he hires the waggons, he has an option to purchase at a certain price. The usual custom is for the owner of the waggons to have a plate of ownership affixed to them, while the hirer paints his name on them.

ANALYSIS OF THE PRECEDENT.

Rentals—

1. Agreements for hiring the waggons.
2. Rents paid up to last quarter-days.
3. Agreement to give security.

Operative clauses—

1. Covenant by mortgagor to pay on demand the balance due to the bank, with commission, interest, &c.
2. Assignment of waggons to mortgagees, subject to redemption.
3. Power of attorney to mortgagees to exercise the option to purchase.
4. Declaration that if mortgagor exercises the option to purchase, the waggons shall be forthwith vested in the mortgagees, subject to redemption, and that they may affix their plate of ownership.
5. Proviso for redemption.
6. Power to the mortgagees, "or the survivor of them, or the executors or administrators of such survivor, their or his assigns, or any person nominated either in writing or by word of mouth, by them or him, at any time or times hereafter, without any further consent" on the part of the mortgagor to take possession of the waggons, and any minerals thereon belonging to

the mortgagor, "and also to pay and discharge, if they or he shall think fit (but not otherwise), any charges or lien for carriage, freight, or otherwise, which shall be due to or claimed by any railway company in respect of any coal-trucks, waggons, coal, or minerals which shall be in the possession of such railway company, and which such railway company shall refuse to deliver up without payment thereof."

7. Declaration that "until possession of the said waggons shall have been taken under the power hereinbefore contained, the mortgagor shall remain in possession of the same, and use the same for the purposes of his business."
8. Covenant by mortgagor to pay waggon rents; power to the mortgagees to do so on his default.
9. Declaration that mortgagor shall at once repay any payment made by mortgagees, and thereby authorised, and all costs and expenses, with interest; and that in the meantime the premises shall be charged with the same.
10. Covenant to keep waggons in repair, and to replace such as shall be worn out.
11. Power of sale to arise without any further consent on the part of, or notice to, the mortgagor, with the usual clauses.
12. Covenants for right to assign, and further assurance.

The reader is referred to 1 Prideaux's Precedents in Conveyancing, tit. Bills of Sale; 2 Davidson's Precedents, pp. 693 *et seq.*, 1133 n., 1209 n.; and Elphinstone's Introduction, p. 192. None of these authors appear, however, to discuss the safest plan to adopt when the bill of sale is not intended to be registered; and the remarks of Mr. Davidson require some slight modification, owing to the change in the law made by the Bankruptcy Act, 1870, which restricts the rule as "to order and disposition" to cases where the bankrupt is a trader.

RECENT DECISIONS.

EQUITY.

Bequest of Share of Partnership Property.

Farquhar v. *Hadden*, L.J., 20 W. R. 46.

It is well settled that an assignee, executor, or separate creditor, coming in the right of one partner against the joint estate of the partnership, comes into nothing more than an interest subject to an account between the partnership and the partner, and therefore to the joint debts (*Taylor* v. *Field*, 4 Ves. 396). He can have nothing more than the partner had, and all that any partner has is an interest in the surplus beyond the debts on a division.

In *Farquhar* v. *Hadden*, a solicitor bequeathed his share of the partnership assets, *i.e.*, the lease of the office, furniture, books, &c., to his partner. The testator's estate was abundantly solvent, but it so happened that at the time of his decease the joint estate was insolvent, owing to the partners having drawn out on the footing of an over-valuation of the assets. The Vice-Chancellor, regarding the above bequest as of a specific character, held that the surviving partner was entitled to it; observing in substance that, as both separate estates were solvent, the creditors of the joint estate would not be damnified, as they might have recourse to the separate estate. No doubt this was what the testator meant, and effect was thus given to his meaning. But the vice in the decision, which was of course set right on appeal, lay in the Vice-Chancellor not regarding the bequest as what it really came to,—a bequest of the testator's interest in the surplus, after the joint debts were paid, which was of course *zero*, owing to the insolvency. The principle is quite clear that, on the dissolution of a partnership by death or otherwise, all the property shall be sold, and that no one partner has a right to insist that any particular part or item of the partnership property shall remain unsold, and that he shall retain his own share of it in specie (*Darly* v. *Darly*, 4 W. R. 413, 3 Drew. 503). This is a universal rule, applying not only to personal assets, but to chattels real (*Wilde* v. *Milne*, 26 Beav. 504), and to real estate (*Darly* v. *Darly*, *sup*). To effect his object, the testator should have added a direction transferring the primary obligation to pay the debts of the partnership from his share of the joint estate to his separate estate.

COMMON LAW.

Policy to Protect Carrier's Risk.

Joyce v. *Kennard*, Q.B., 20 W. R. 233.

This was an action on a policy in which the defendant attempted to apply the ordinary rule regulating the liability of underwriters on marine policies, that "the indemnity recoverable is to the loss, as the sum insured is to the whole interest protected by the policy." The policy was apparently in the ordinary form of a marine policy; but the Court held that the plaintiff, who was a carrier of goods by barges and lighters, had succeeded in giving it a different operation by the introduction of the following clause:—"To cover and include all losses, damages, and accidents amounting to £20 or upwards on each craft to goods carried by Joyce & Son as lightermen, or delivered to them to be water-borne either in their own or other craft, and for which losses, damages, and accidents Joyce & Son may be liable or responsible to the owners thereof, or others interested." The risk covered in *Crowley* v. *Cohen* (3 B. & Ad. 478), was of precisely the same character, but this particular clause did not occur. In that case it was assumed that the ordinary rule of marine policies applied; the only contest was as to the duration of the risk, and as to the total interest with which the amount of the policy was to be compared. How the clause in the present case came to produce this alteration in the construction in favour of the plaintiff, is not very clear, for it seems to do no more than describe a risk, as consistent with the policy being a marine policy as with any other construction. Would the construction have been the same if the policy had been in respect of goods at risk in a carrying trade between, for instance England and the Continent?

Principal and Agent.

Tetley v. *Shand*, C.P., 20 W. R. 296.

This case decided two points, neither, we should have supposed, open to much doubt; the one a new experiment, the other only the application of an old rule. The defendants had employed the plaintiffs, cotton brokers to buy cotton for them gradually at a named price to be of June or July shipment. The plaintiffs declared cotton of sufficient quantity of *May* shipment, which the defendants refused to accept; and afterwards, on the plaintiffs declaring cotton of June or July shipments in accordance with their instructions, refused again to accept, on the ground that by the first declaration the plaintiffs were estopped from declaring any further shipment in fulfilment of their contract. This was the defendants' first point, which the Court overruled; and we can see no ground whatever for the contention. The plaintiffs had in the first instance offered to do something which was not according to contract, and upon this being objected to, offered to do what was according to contract. If, even before the time for performance arrived, the contracting party absolutely refuses to perform his contract (as in *Xenos v. Danube and Black Sea Company*, 11 C. B. N. S. 152), he gives a cause of action to the other side, and waives his own right to insist upon the further prosecution of a contract which he has repudiated. But the plaintiffs here had never repudiated their contract, on the contrary, they had been willing to amend their error at once by making a proper delivery.

On their second point the defendants were more successful. Purporting to act as agents, the plaintiffs had, in fact, offered to sell to the defendants their own cotton;

and the Court held that it was not competent to them to do so. It was admitted, and it is too clear for argument, that if the defendants had consented to this turning themselves from agents into sellers, it would have been as possible for them to change their original relation as it was originally to create it. But it was clearly held that they could not, while retaining the fiduciary character of agents, negotiate for themselves. It is true that where a broker acts for both buyer and seller he combines in himself two conflicting interests; but he does so with the knowledge of both sides, contained in the fact that his business is that of a broker; he does it under an equal engagement, and equal inducements on both sides, and he acts under the check of the ruling rates of the market, which, under such circumstances, may be reckoned on as a tolerably effectual one. But how can such a check be reckoned on where the inducement of his personal interest is opposed to the interest of his employer? The principle is a generally accepted one that an agent cannot, whilst he is acting for his principal, transact his own business, and make a private profit for himself; and in the present case the rule was peculiarly applicable, because the plaintiffs' commission was to buy gradually as occasion served. It is not to be supposed that the two judges who in *Mollett* v. *Robinson* (18 W. R. 1160, L. R. 6 C. P. 647, since affirmed on appeal), decided in favour of the validity of the custom, would have come to any different conclusion in the present case from that now arrived at by the Court. The custom there relied on did not amount to allowing the agent to become the seller, except in a very modified and almost technical sense. But no such custom was proved here; the only custom which was proved was, that in the cotton trade a broker not disclosing the name of his principal is liable on the contract (see *Humfrey* v. *Dale*, 5 W. R. 466, 7 E. & B. 266, *Fleet* v. *Morton*, 20 W. R. 97), and such a custom has no bearing on the question now under decision.

Marine Policy—Misrepresentation.

Anderson v. *Pacific Fire and Marine Insurance Company*, C. P. 20 W. R. 280.

An attempt was here made to draw the decision in *Ionides* v. *Pacific Insurance Company* (L. R. 6 Q. B. 674) to a conclusion not at all warranted by the facts in that case. There (as was clearly pointed out by Grove, J., in the present case) the statement made related to the identity of the ship on board which the goods to be insured were, and was of the same nature and effect as if, for instance, it had been made on the occasion of a sale of a cargo to arrive; the result was, that the underwriter was induced and meant to insure in respect of a ship on which the goods of the assured were not, and by the accident of a similarity of name the plaintiff sought to hold him to an insurance in respect of the ship on which they were. The underwriter did not mean to insure the goods on whatever ship they were; and, by the statement of the assured, was induced to insure them as if they were on board a ship where they were not. But, in the present case, there was no doubt or ambiguity as to the port to which the insured ship was to go; the question turned entirely on the statement made as to its safety. Now this statement was nothing but a communication in its terms, and, as such, of a letter received by the assured containing a truthful statement of the opinion of his captain and a pilot. It is obvious that if such a communication were treated as an adoption of its result by the assured, and a statement by him of that result as a fact, the consequences would be most dangerous, and very injurious to honest and fair dealing.

The *Albany Law Journal*, writing of the Collier affair, trusts that Parliament will take such action as may be necessary to remove from the English judiciary the stigma which has attached to it by these unprecedented proceedings.

REVIEWS.

Elements of Law Considered with Reference to Principles of General Jurisprudence. By Wm. Markby, M.A., Judge of the High Court of Judicature at Calcutta. Clarendon Press.

It is seldom that we have to hail with as much satisfaction as we do in the present instance, the advent of any legal work. Our legal library is singularly devoid of treatises on the theory of law, although rich in text-books. This is one of the difficulties which the student of law has to contend with, and one which will have to be surmounted by the Law University before it can hope to systematise legal education. In the *curricula* for the law degrees of the University of London, and for the further examinations for the Civil Service of India, the only work on the theory of general jurisprudence that is prescribed is "Austin's Jurisprudence." Now "Austin's Jurisprudence," admirable though it is, is about the most unsuitable book that could be put into the hands of a student *commencing* the study of the law, and yet hitherto, it has been that or nothing. Mr. Justice Markby, to judge by the introduction to the work under notice, seems not only to have felt this evil, but to have been inspired with a desire to remedy it. This is the *raison d'etre* of his "Elements of Law." We now pass to a description of the contents. After discussing the "general conception of law," and the "sources of law," Mr. Justice Markby proceeds to treat of the "relations which arise out of law," and then of "primary duties and obligations." To this follows a long chapter on "liability." Mr. Justice Markby states that if law were systematic and complete, the proper course would be to describe exhaustively primary duties and obligations, and then to discuss the secondary duties and obligations which arise upon their breach; but in the existing state of things he recognises the impossibility of discussing primary duties and obligations "except by the inverse process of considering when they have been broken." "Liability" is concisely and accurately defined by Mr. Justice Markby as "the condition of a person who by breaking a primary duty or obligation has become liable to a secondary one." In any inquiry as to liability two questions arise—"First, has a primary duty or obligation been broken? secondly, what is the secondary duty or obligation which arises from the breach?" After pointing out that it is impossible to gather any information from codes and treatises as to liability, Mr. Justice Markby proceeds to consider how judges do in fact deal with it. He examines "the phrases in common use among lawyers, when they wish to give their reasons why liability exists in some cases and not in others; and also the various terms by which they describe events that give rise to liability, and by which they distinguish events which do not give rise to it." In this examination, which is confined to liability not arising from "a true and proper contract," he discusses the terms "injury," "malice," "negligence," "knowledge," "dishonesty:" and proceeds thus—"The terms which mark, independently of its moral quality, the state of mind of the party supposed to be liable, are very often legitimately used in ascertaining what is called criminal liability—that is, in ascertaining the liability which arises from breaches of duties and obligations which are the subject of criminal procedure. As I have before remarked, the same general duty or obligation may be enforced by a criminal, and also by a civil sanction; but in such a case the criminal sanction is not generally applied to all breaches of the duty or obligation, but only to certain kinds, and it is just these kinds which such terms are used to mark. . . . . For any other purpose these terms are almost entirely useless. Whether or no we are liable does not generally depend upon our state of mind; when we act or abstain from acting it does not depend on our motives, nor does it depend on our intention, rashness, or heedlessness; it depends on the act or omission to act. When pressed, therefore, we are obliged, as we see has been done in the case of negligence, to explain away these terms in a manner which only throws us back upon the original and inevitable inquiry, What is that which the law bids or forbids us to do? and leaves that inquiry unsolved. But it cannot remain so. Until that inquiry is solved it is needless to attempt to answer the first question of liability, Has a primary duty or obligation been broken? Do whatever you will, not a single lawsuit can be brought to a termination until this question be answered. The answer to it may be assumed or admitted, but it must

be given in every case, and in so far as it is a proposition of law, in abstract terms. The answer to this question is the law which every tribunal has to administer, which the judge must lay down to the jury, and which the jury must adopt. And exactly to the extent to which the terms adopted by the judge are vague, exactly to the extent to which the duty or obligation is expressed by reference only to an imaginary standard, to this extent will the decision of the case be handed over to the jury, who will then, under the name of fact, decide upon the law also." With this quotation, which suffices to show the valuable character of the work, we must close our notice, regretting that the exigencies of space do not admit of our following Mr. Justice Markby into his description of "the grounds of non-liability," "possession," "prescription," and the other legal subjects of which he treats.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

July 6.—*Re The Medical Invalid and General Life Assurance Company. Bowring's case.*

Insurance company—Winding up—Amalgamation of companies—Substituted policy—Trust fund—Misrepresentation.

B. held policies on his own life in the M. Life Assurance Society. On the amalgamation of this society with the A. Life Assurance Company, a circular was sent to B. which stated that under the arrangement for amalgamation the accumulated funds of the M. Society "would be invested to meet its liabilities, whilst its policyholders would enjoy the additional security afforded by the continued income arising from the amalgamated businesses of both companies." By the amalgamation deed the fund was settled upon trust to pay all liabilities of the M. Society which the A. Company should not pay, and after ten years, whether any such liabilities should be subsisting or not, for the A. Company. B. accepted new A. Company's policies in exchange for his M. policies.

Ten years afterwards, on the winding up of both the companies, B. contended that the trusts, as declared by the deed of amalgamation, were not the same as those promised by the circular; and that consequently he was entitled to claim either against the trust fund or against the M. Society.

Held, that B., having substituted A. policies for his M. policies, had no claim under the trusts of the deed of amalgamation. That lapse of time and dealings with the trust fund under the trusts were sufficient to negative B.'s claim against the fund, and that his claim against the M. Company was also answered by lapse of time and acquiescence.

The arbitrator also considered that the circular and the trusts were not inconsistent.

A circular being proved to have been sent round to the agents of the society, and there being no evidence whether or no it came to the knowledge of B.,

Held, that it could not be presumed to have come to his knowledge.

In 1860, Sir John Bowring being at the time the holder of policies on his own life in the Medical Invalid Insurance Society, the following circular was sent by the society to its policyholders:—

"Sir,—I beg to inform you that in pursuance of the power of the deed of settlement of this society and of resolutions passed at two special meetings of proprietors, the directors have entered into an arrangement with the Albert Life Assurance Company, in accordance with which the affairs of both companies are intended to be conducted by the continuing company, under the style of the Albert and Medical Life Assurance Company, by whom all the engagements of this society will be satisfied. Under this arrangement the accumulated funds of this society will be invested to meet its liabilities, whilst its policyholders will enjoy the additional security afforded by the combined income arising from the amalgamated business of both companies, amounting to more than £220,000 annually, and the further guarantee of a numerous proprietary of undoubted respectability. The Albert Company has agreed to issue policies in exchange for those of this society at the same rate of premium as that now payable on the policies effected in this office, without any alteration of the terms or conditions of the present policies."

Sir John Bowring was in China at this time, but the circular was received by his son, who acted as his agent in England. Another circular was also at the same time sent round to the agents of the Medical Society, but as there was no evidence of its ever having been seen by Sir John Bowring or by his agent, and was on that ground laid out of the question by the arbitrator, it need not be further noticed.

The Medical policies were in 1860 exchanged by Sir J. Bowring's son, acting as his agent, for policies in the Albert Life Assurance Company.

By the deed of amalgamation of the Medical Invalid Society and the Albert Company, dated the 14th March, 1861, a fund called "The Life Assurance Fund," and the interest, dividends, and income thereof, were settled *upon trust* in the first place to pay all immediate claims on the property of the Medical Invalid Society up to the 21st September, 1860. Secondly, to pay the costs of the trustees in execution of the trusts. Thirdly, "to raise and pay all and every such sums or sum of money as may be required to pay and satisfy every (if any) claim or demand on account of any policy issued by the Medical Invalid Society, or any other liability or obligation of such last-mentioned company, which the Albert and Medical Life Assurance Company shall not pay or satisfy," and all costs which the directors of the Medical Society and the trustees of the fund or any shareholder or officer of the dissolved company, might incur by reason of any breach or non-performance of a covenant thereinbefore contained by the Albert Company to pay all claims on Medical Society policies occurring by deaths after the 21st September, 1860, and all other claims on the Medical Society, and subject and without prejudice to the trusts aforesaid, the trustees "will and shall at the expiration of ten years from the 21st day of September, 1860, and whether any of the aforesaid liabilities, obligations, or engagements of the said Medical Society shall be then subsisting or not, hold the said trust premises and all accumulations thereof or so much thereof respectively as shall not have been applied or disposed of under the preceding trusts or under the proviso next hereinafter contained, upon trust for the said Albert and Medical Life Assurance Company, and to assign and transfer the same as the same Company shall direct."

In 1869 orders were made for winding up the Albert Life Assurance Company and the Medical Invalid Society.

On behalf of Sir John Bowring, it was now contended—1st, that the above trusts were inconsistent with the statement in the circular, and that being so, that Sir J. Bowring and the other policyholders, who accepted policies from the Albert Company in exchange for their Medical policies, were entitled to have the accumulated fund of the Medical Society appropriated as a fund for the payment of the amounts to become due on their policies; 2nd, that Sir J. Bowring and such other policyholders were entitled to have such parts of the accumulated fund as had been applied contrary to the terms of the circular made good out of the general assets either of the Medical Society or of the Albert Company. And 3rdly that in any case they were entitled to claim against the general assets of the Medical Society.

Galland, for Sir J. Bowring.

Lemon, for the Medical Invalid Society, referred to *The Sovereign Life Assurance Company's case*, 15 S. J. 816.

Galland in reply

Lord CAIRNS.—There are some things about this case which are perfectly clear. In the first place, it is perfectly clear that Sir John Bowring has now no claim whatever against the Medical Company on his old policies: that claim is past and gone, and his claim on his policies is now not against the Medical but against the Albert. It is equally clear that Sir John Bowring has now no claim against the trust fund under the trusts of the deed as executed on the occasion of the amalgamation, because the trusts of that deed are, after payment of immediate claims, which would not apply to his case, and of costs, then thirdly "to raise and pay all and every such sums or sum of money as may be required to pay and satisfy every, if any, claim or demand on account of any policy issued by the Medical Society or any other liability or obligation of such last-mentioned company, which the Albert shall not pay or satisfy." To bring any person claiming the benefit of that trust within the words of it, he would have to show that he had a liability of the Medical in the first place, and in the second that that liability had not been either

* Reported by Richard Marrack, Esq., Barrister-at-Law.

paid or satisfied by the Albert. Neither of those things could Sir John Bowring say. He could not say that he had any liability of the Medical of the kind mentioned, and he could not say that such liability of the Medical as he formerly had had not been paid or satisfied by the Albert, because when the Albert issued a new policy in place of the old, they satisfied the liability on the old policy.

The claim of Sir John Bowring then is reduced to this much narrower one. He raises the question whether in substance there was not in the circular or circulars issued by the Medical Company at the time of the amalgamation a promise or engagement to frame the trusts in a manner different from that in which they are now found to be framed, and he raises the question whether that does not give him a right not under the trust deed, but, as it were, against the trust deed, and either to follow the funds which have been brought under the control of the trustees of that deed, and to have those funds applied in a way different from and wider than the application pointed out in the trust deed, or else to have some personal remedy against the Medical or its shareholders for not framing the trusts of the deed as he contends they had promised to do. His case in this respect may be narrowed still further, for it is clear to my mind that these trusts which were declared by the deed, having stood for ten years, rights having accrued and having been dealt with under those trusts, and ultimately a decree of the Court of Chancery having given effect to those trusts and ordered them to be carried into execution, it is impossible for Sir John Bowring now to vary or upset those trusts, or to affect the funds subject to those trusts.

Then has he a personal right against the Medical for not having declared those trusts in a different form? That depends on the language of the circulars, or rather on the language of the first of the two circulars; because the second circular, being a circular intended for the agent of the Medical Society alone, intended on the face of it for the agents, and being couched in language which would make it unsuitable for communication to policyholders at large, all the probabilities of the case would be against that second circular having come to the knowledge of a person who was merely a policyholder; and unless I found it proved clearly and plainly that it had come to his knowledge, I could not assume that it had done so. It is admitted, in a way that is very fair and reasonable, that there is no evidence one way or the other, and I cannot look at that second circular as having any bearing on the case. The question is narrowed again, therefore, as I have said, to the consideration of the first circular. Now, the first circular I have had to consider before, but I may repeat now the view that I took on a former occasion, which is now confirmed. The circular runs in these words [his Lordship read the circular]. Now there are three sentences there, and as to the first and third no question could arise. The first tells the policyholders that there was an arrangement for amalgamation in pursuance of the power of the deed of settlement and of resolutions, and that the engagements of the Medical Society would be satisfied by the Albert Company. The third sentence is that the Albert Company has agreed to issue policies in exchange for the Medical policies. As far as the first and third are concerned, they amount in the clearest and most unequivocal manner to an invitation to the policyholders to accept an arrangement under which their paymasters, if I may so term them, would be the Albert: it would be for the Albert to satisfy the engagements of the Medical, and it would be for the Albert to issue Albert policies in exchange for the Medical. If this arrangement were acceded to by a policyholder, the liability to him of the Medical would be at an end, the policy of the Medical would be gone, and would no longer be a liability of the Medical to be provided for. It is on the second or intermediate sentence that the only ambiguity could arise: "Under this arrangement the accumulated funds of this Society will be invested to meet its liabilities, whilst its policyholders will enjoy the additional security afforded by the combined income arising from the amalgamated business of both companies, amounting to more than £220,000 annually, and the further guarantee of a numerous proprietary."

Now certainly, I think this is an unfortunate sentence, expressed in a clumsy way, whatever construction be put on it. But looking at the whole circular, it appears to me now, as I said before, that it does not mean to say more than this, that the funds of the Medical would be invested to meet liabilities, which continued to be liabilities of the Medical: and that its policyholders—that is, those policyholders who continued to maintain their claim against the Medical—would indirectly have this species of additional security, namely, the advantage of the engagement or guarantee of the Albert given to the Medical that the Albert would satisfy those liabilities of the Medical. I think the sentence may fairly be held to have that meaning, although, I repeat, it was a clumsy mode of expressing the arrangement.

But then if there was any ambiguity or doubt about it, what I find is this: the policyholder, Sir John Bowring, to whom it was addressed, through his agents—it was not any personal act of his own—took no steps at all to ascertain what they might, if they had had the slightest doubt on the subject, have ascertained: they took no steps that I can find to ascertain what the resolutions were to which the circular referred, which had been passed at two special meetings, and they took no steps to ascertain the manner and form in which the trusts of these funds were declared. They had the means of ascertaining and knowing all this, and they not having used those means, I cannot hold Sir John Bowring entitled to remain quiescent for ten years, and then come forward to make a complaint against the Medical, founded on an act of theirs which, if complained of at the time, and if the complaint was well founded, might then have been set right. I think that before he or his agents took the strong step of abandoning the liability of the Medical, giving up the Medical policy and accepting that of the Albert, they ought to have satisfied themselves on this point. I think not having done so, and it being clear they have no claim on their policies against the Medical, that they have no claim on the trust-fund under the declared trusts, that they have no claim to rectify or re-form those trusts, and that their claim (if any) can only be a personal claim against the shareholders in the Medical for not having declared the trusts differently; they must both show a very clear and distinct contract in the circular to have the trusts declared in a different form, and also that if there was such a contract, they have made their complaint of any departure from it in due time after they had the means of knowing that it was (if it was) departed from. I am compelled, therefore, to come to the conclusion that Sir John Bowring's only claim is against the Albert or the Albert policies.

I have considered the question as to costs. I do not think I can make Sir John Bowring pay any costs, because I am not surprised, looking at the question of construction that arose on that circular, that the question should be raised, and although to some extent it came before me in a former case, the matter was not sufficiently exhausted then to make it right that I should dismiss his present application with costs. It is sufficient simply to say that there will be no costs.

COURT OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before Mr. Registrar PEPYS, acting as Chief Judge.)

Feb. 15.—*Re Wilson.*

Landlord may distrain for rent actually due at the date of petition for liquidation, but must prove against the debtor's estate in respect of any amount becoming due afterwards.

This was an application by a trustee under a liquidation for an order upon the landlord of the premises where the debtor formerly carried on his business, to return the amount of one quarter's rent in respect of which he had caused a distress to be levied.

The debtor held the premises as a yearly tenant at a rental of £130 per year, payable on the usual quarter days. In August, 1871, he filed a petition for liquidation, there being then due to the landlord the quarter's rent up to the Midsummer-day previously, and the proportionate part of the following quarter's rent. A trustee having in the meantime been appointed under the liquidation, the landlord on the 20th of October caused a distress to be levied upon the goods of the debtor for £65, being the amount of half-year's rent due at Michaelmas, and proceeded to a sale. The present application followed.

By the terms of the 34th section "the landlord or other person to whom any rent is due from the bankrupt may at any time, either before or after the commencement of the bankruptcy, distrain upon the goods or effects of the bankrupt for the rent due to him from the bankrupt, with this limitation—that if such distress for rent be levied after the commencement of the bankruptcy, it shall be available only for one year's rent accrued due prior to the date of the order of adjudication; but the landlord or other person to whom the rent may be due from the bankrupt may prove under the bankruptcy for the overplus due for which the distress may not have been available."

F. Knight, in support of the application.—The question in this case is whether, when liquidation occurs in the middle

of a quarter, the landlord can distrain for the full quarter's rent due afterwards. It is submitted that he can only distrain for the amount due prior to the date of the petition, or appointment of trustee, which was equivalent to an order of adjudication; his power to distrain cannot arise in the middle of a quarter.

Mr. Registrar PEPYS.—By the terms of the 35th section is he not entitled to a proportionate part of the rent as if it grew due from day to day?

Knight.—He may prove for it, but he has no right of distress. The concluding words of the 34th section, commencing "but the landlord," &c., put the matter beyond all doubt. See also section 35.

Mr. Michael, solicitor, for the landlord. There is really no hardship upon the debtor's estate, for we are entitled to receive payment in full of our debt; at all events, we are entitled to a portion.

Knight, in reply, cited *Birmingham Gas Company* v. *Adams*, 19 W. R. 123, L. R. 11 Eq. 204; *Ex parte Duignan re Bissell*, 19 W. R. 711, and contended that the landlord could have no right at all under the 12th and 34th sections, except as a creditor holding security.

Mr. Registrar PEPYS.—There is a clear distinction intended between the landlord's right to distrain and his power to prove. According to the 34th section, I think he is entitled to distrain in respect to rent actually due before adjudication, and he may prove for the balance. It is one thing to prove; it is one quite another thing to distrain.

Order for return of one quarter's rent, with leave to prove; no order as to costs.

Solicitor for the trustee, *H. S. Hubbard.*

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Feb. 20.—*Moss* v. *Hatherley.*

Attorneys' fees.

The plaintiff, an attorney, claimed 15s., his fee for appearing for the defendant in one of the London county courts. The fee was to have been a guinea, but as the county court scale only allowed 15s., plaintiff had reduced his claim to that sum, to bring it within the power of the Court. The point of the plaintiff's case was that he entered all fees received in a book, and that, on the defendant, some time after the case had been heard, applying to plaintiff for the return of his plaint note, to enable him to get some money out of Court, plaintiff discovered that he had no entry in his fee-book of the receipt of the fee. The defendant then said he had paid the fee of a guinea at the time of retaining plaintiff and handing him the plaint-note, a statement which plaintiff now declared to be untrue, as shown by the absence of any entry in his book.

The defendant now swore positively to having paid plaintiff a guinea at the time of giving him the plaint-note.

Mr. PITT TAYLOR said he could not take the negative evidence of the plaintiff's book as of equal value with the positive declaration of the defendant. It was easy to understand how an attorney with numerous cases might forget to enter one in his book, but in the case of a person like the defendant, to whom in all probability the payment of a guinea to an attorney was quite an event of importance, it was not at all likely that his memory would be at fault. It was a bad practice on the part of attorneys not to give receipts in cases of this kind. [Mr. Moss.—It's quite impossible.] There is nothing at all impossible in the matter. If the practice of giving receipts had existed, this case would in all probability not have come before the Court. As it stood, he was satisfied the defendant had paid the money, and plaintiff had forgotten it. The judgment must therefore be for the defendant, with his costs of attendance.

Mr. Victor Alexander Williamson, M.A., barrister-at-law, of the Northern Circuit, has been appointed (in conjunction with W. E. Frere, Esq., late of the Bombay Civil Service) to be a commissioner to enquire into the condition of the Indian immigrants at Mauritius. Mr. Williamson was educated at Christ Church, Oxford, of which society he was a student, and was called to the bar at the Inner Temple in November, 1865. As a member of the Northern Circuit, he has attended the Durham and Northumberland sessions.

APPOINTMENTS.

Mr. ARTHUR HOBHOUSE, Q.C., has been appointed Legal Member of the Supreme Council of India, in succession to Mr. Fitzjames Stephen, Q.C., (see S. J., Aug. 14, 1869), who has held the office since December, 1869. Mr. Hobhouse is the youngest son of the late Right Hon. Henry Hobhouse (a cousin of Sir John Cam Hobhouse, who was raised to the peerage as Lord Broughton), by Harriet, sixth daughter of John Turton, Esq., of Sugnall Hall, Staffordshire. Mr. Hobhouse's father for some time held the office of solicitor to the Treasury; he was Under-Secretary in the Home Department from 1817 to 1827, and for many years was chairman of the Somersetshire Quarter Sessions, which office he resigned in 1845, and died in 1854. Mr. Arthur Hobhouse was born in 1819. He was educated at Balliol College, Oxford, and took his degree in 1841. He was called to the bar at Lincoln's Inn in May, 1845, and practised in the Equity Courts. He became a Queen's Counsel in 1862. In August, 1869, he was appointed one of the three commissioners under the Endowed Schools Act, 1869. In 1848 he married Mary, second daughter of Thomas Henry Farrer, Esq., of the Board of Trade.

The Legal Membership of the Council of India is worth £10,000 a year. The appointment is stated to have been offered, in the first instance, to Mr. Henry S. P. Winterbotham, M.P. for Stroud, and Under-Secretary in the Home Department, and by him declined.

Mr. ISAAC PRESTON, jun., solicitor, of Great Yarmouth, in the county of Suffolk, has been elected clerk of the peace for that borough, in succession to the late Mr. J. L. Cufaude. Mr. Preston's father is also a solicitor of Yarmouth, and is mayor of the borough for the current year. His grandfather served as mayor in 1816 and 1822. Mr. Preston, jun., was admitted in 1863, and has represented the market ward in the Yarmouth town council, but ceased to be a member on his election to the clerkship of the peace.

Mr. GEORGE FREDERICK CROWDY, solicitor, of Faringdon, Berks, has been appointed (by Sir Nicholas Throckmorton, Bart., High Sheriff) to be Under-Sheriff of Berkshire for the current year, succeeding Mr. J. T. Morland, solicitor, of Abingdon, in that office. Mr. Crowdy was certificated in 1841, and holds the offices of registrar of the Faringdon County Court, and clerk to the magistrates of that division.

Mr. LEONARD JOHN DEACON, solicitor, of Peterborough, has been appointed (by the Hon. G. Fitzwilliam, High Sheriff), to be Under-Sheriff for the counties of Cambridge and Huntingdon for the current year, in succession to Mr. Robert Dawbarn, jun., solicitor, of March. Mr. Deacon was admitted in 1853, and is deputy clerk of the peace for the liberty of Peterborough, and clerk to the commisioners of taxes for Norman Cross.

Mr. MARSHALL PONTIFEX, solicitor, of St. Andrew's-court, Holborn, has been appointed (by Alderman Sir James Duke, Bart., High Sheriff), to be Under-Sheriff of the county of Sussex for the current year, succeeding Mr. Thomas Coppard, solicitor, of Henfield, in that office. Mr. Pontifex was admitted in 1856, and is a partner in the firm of J. & M. Pontifex, solicitors.

Mr. FREDERICK DANBY PALMER, solicitor, of Great Yarmouth, has been elected clerk to the Yarmouth Board of Guardians, in the place of Mr. J. L. Cufaude, deceased. When Mr. Cufaude took office, he was appointed at a salary of £105 per annum, which sum, after fifteen years' service, was advanced to £125. Mr. Palmer, however, commences with £105.

Mr. HORATIO DAIN, of No. 19, Great George-street, Westminster, has been appointed a London Commissioner to administer oaths at Common Law.

Mr. SAMUEL COOK FRANKISH, solicitor, of Hull, has been appointed (by the Vice-Chancellor of the County Palatine of Lancaster) to be a commissioner for taking affidavits in the Courts of Chancery and Common Pleas of the County Palatine.

MR. EDGAR CHRISTMAS HARVIE, of the firm of Minet Smith, Son & Harvie, of No. 3, New Broad-street, London, E.C., has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women.

GENERAL CORRESPONDENCE.

ELMER'S PRACTICE IN LUNACY.

Sir,—With my best thanks for the very favourable notice of my new edition of the "Practice in Lunacy," given in your Journal of the 23rd December last, and to which my attention has just been called, allow me to say that if you will have the goodness to turn to the note on page 2 of the volume, you will there see a reference to the Chancery Officers' Act, 1867 (30 & 31 Vict. c. 87, s. 13), of which you say you "do not find mention." JOSH. ELMER.

45, Lincoln's-inn-fields, Feb. 17.

BANK OF ENGLAND PRACTICE.

Sir,—The suit of *Prosser* v. *The Governor and Company of the Bank of England* was instituted for the purpose of compelling the bank authorities to recognise the provisions of the Act 5 & 6 Vict. c. 99, which they have hitherto declined to do. The Act provides that extracts from parish registers, verified by the proper person to whose custody the original register is entrusted, shall require no further verification, but shall be admissible in evidence in any court of justice. Before this Act was passed, the practice of the Accountant-General in Chancery and the Bank of England agreed. Both required as evidence of the death of a stockholder (1) a burial certificate; (2) an affidavit, or, in the case of the Bank, a statutory declaration, proving the examination of the burial certificate with the original register; (3) an affidavit or declaration of identity. But since the passing of the Act 5 & 6 Vict. c. 99, the Court of Chancery has admitted burial and other certificates without any further verification than the signature of the rector, curate, or other person entrusted with the custody of the register. On the other hand, the Bank of England has refused to depart from its former practice, and still requires in each case where a death is proved in respect of a joint account, that the burial certificate should be accompanied by a declaration proving its examination with the register.

The expense occasioned to the public by this refusal of the Bank to recognise an Act of Parliament passed thirty years ago, may be estimated from the evidence furnished by the Bank in this suit. The principal clerk in the register office at the Bank states that the number of deaths proven at the Bank upon accounts of stock by means of burial extracts is on an average about 3,000 annually. As the additional cost of the declaration required by the Bank to verify the burial extract, involving as it does in many cases a long journey to the place of burial, does not fall below an average sum of two guineas in each case, it follows that this requirement of the Bank has cost the public upwards of £180,000 since the Act was passed which rendered it unnecessary.

Moreover, if the Court of Chancery allows its funds to be transferred on the production of burial extracts without any other evidence than that of identity, it seems absurd that any further safeguard should be required by the Bank.

Notwithstanding these arguments, Vice-Chancellor Wickens did not feel himself at liberty to compel the Bank to alter its practice, and accordingly dismissed the bill with costs. The Vice-Chancellor, indeed, expressed a wish that the practice of the Bank could be assimilated to that of the Court of Chancery; but would not interfere to produce this result.

We shall be anxious to see if this decision will be upheld in case of an appeal.

H. C. NISBET & Co.,
35, Lincoln's-inn-fields. Plaintiff's solicitors.

LEGAL EDUCATION ASSOCIATION.

Sir,—Since the meeting of the executive committee on the 16th instant, petitions from the solicitors practising in Worcestershire, Nottinghamshire, Pembrokeshire, Stockton on Tees, Altrincham, Manchester, Bolton and Staleybridge, have been sent to various Members of Parliament for presentation to the House of Commons, in support of the resolutions Sir Roundell Palmer proposes to move, on the 1st of March, in favour of the establishment of a central school of law. Similar petitions have also been presented by the Incorporated Law Societies of Bristol, Plymouth, and Newcastle-upon-Tyne, and it is believed that the other incorporated law societies will also present petitions to the same effect.

Upwards of 2,760 signatures have been obtained to the petitions which are in circulation in the various counties of England and Wales, exclusive of those which have been and are being signed in London, Middlesex, Lancashire, Cheshire, Staffordshire, and Warwickshire.

JOHN V. LONGBOURNE, Hon. Sec.
Legal Education Association, 51, Carey-street,
Lincoln's Inn, Feb. 22.

LEGAL EDUCATION.

Sir,—Will you allow me to draw your attention to the question suggested in the enclosed letter in relation to Sir R. Palmer's Bill for a Law University.

J. G. LANGHAM, JUN.

Uckfield, Sussex, 20th February, 1872.

"Uckfield, February 17th, 1872.

"Dear Sir,—I return the petition, signed by myself, being the only solicitor in this town.

"I take this opportunity of calling attention to the unjust bar placed against our branch of the profession, which prevents any solicitor being called to the bar until he has been three years off the roll of attorneys; or, in other words, without a professional income for that period. I have heard that this is a rule of modern date, and that it was first established when Mr. Wilde, who was a solicitor, went to the bar, and by his rapid success became Chief Justice of the Common Pleas, and afterwards Lord Chancellor. Be that as it may, it is a very unjust rule, and such as does not obtain in any other profession. In the army, the navy, the church, or the medical profession, every man is entitled to his successive steps upon due proof of qualification, without being debarred from the active practice of his profession for any intervening period, however limited.

"The establishment of a law university seems a fitting occasion for the removal of this injustice, so as to allow any solicitor to pass on to the bar at any time upon passing the proper examination, which may be required for that branch of the profession, taking his name off the roll of attorneys immediately on his admission to the bar, for I am not advocating any fusion of the two branches.

"I trust you will think this subject of sufficient importance to bring before the Council of the Legal Education Association, and in order to invite discussion upon it, I send a copy of this letter to the several legal journals, and also to Sir R. Palmer.—Yours faithfully,

"J. G. LANGHAM, JUN.

John V. Longbourne, Esq.,
"Hon. Sec. Legal Education Association."

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 16.—*The Lord Chief Justice.*—The Duke of Argyle made an explanation; while claiming for every member of the Government the fullest right to discuss with freedom both the writing and the publication of the Lord Chief Justice's letter to the Premier, he expressed his regret for any words which might have been justly deemed personally offensive to the Lord Chief Justice.

Feb. 19.—*Railway Amalgamation.*—The Earl of Airlie asked what course the Government would take on this subject.—Lord Halifax said the Government proposed that there should be a joint committee of both Houses, to consider whether the amalgamation now broached on a large scale should be sanctioned, and if so, what securities should be taken for the interests of the public.

Ecclesiastical Courts and Registries Bill. Ecclesiastical Procedure Bill.—The Earl of Shaftesbury, in moving the second reading of these bills, said the question involved had been long before the public. He then detailed the Parliamentary history of the measures. One difference, however, there was between the present measure and that of 1871. To meet the wishes of Lord Salisbury and the Bishop of Peterborough, he had divided the bill into two parts. In the first bill he proposed to deal with the registries and all that related to the structure of the courts; and in the second bill he proposed to fix and limit the mode of procedure in the courts. The second bill was, in point of fact, nothing more nor less than the thirty-second clause of

the bill which was referred to a Select Committee in the form in which it came back from the committee. The following was the text of the measure:—"Suits against clerks for offences against the laws ecclesiastical, shall be commenced either by the Bishop of his own motion, or by three members of the Church being inhabitant householders of the diocese; provided always, that in the case of a charge of teaching or maintaining unsound doctrine, a written statement of the particulars on which such charge is founded shall, in the first place, be laid before the Bishop, who may, if he shall think that such statement does not contain sufficient *primâ facie* ground for proceeding, refuse his assent to the institution of the suit, subject, however, to an appeal against such refusal to the Archbishop; and the appellant may appear before the Archbishop either in person or by counsel on his behalf in support of the appeal."—The Bishop of Peterborough was glad the measure was divided, that he might heartily support the first half and oppose the other. In a long and very humorous speech he deprecated the commission to private lay hands, supplemented as they now were by joint-stock associations, such as the Church Association, of such very wide and uncontrolled powers of prosecution as those proposed by the Procedure Bill.—The Archbishop of Canterbury said the laity were as much an integral part of our common Church as the clergy. He therefore thought that the proposal before the House was just as harmless as any other which said that the laity should have power to interfere in ecclesiastical as well as in other matters. Lord Shaftesbury ought, he thought, to be afforded a prospect of carrying his measure through the House of Lords and sending it to the House of Commons—The Duke of Richmond would vote against the bill. To enable persons to move in the present state of the Church, as was proposed under the bill, when they could not do so otherwise, was a course which was, in his opinion, very much to be deprecated.—The Bishop of London supported the bill on the ground that every parishioner had a right to the services in his parish church, and was entitled to ask that they should be conducted in accordance with the laws of the Church to which he belonged. He not only had that right, but he ought to have the opportunity of vindicating that right when it was violated. But he thought the power conferred upon any three inhabitants of a diocese too large, and believed it should be limited to three parishioners living in the parish where the cause of complaint arose.—The Lord Chancellor agreed with the view taken by the Ritual Commission with regard to the necessity for the protection of parishioners. Believing that in that direction facilities were required, and that they might be obtained from the bill if it were modified, he was not prepared to support the motion for its rejection.—Lord Lyttelton was unable to support the bill as it stood.—The Earl of Shaftesbury, in reply, said he conscientiously believed that the proposal he had made would tend to promote the best interests of the Church, and that if this bill were thrown out they would find the Church brought into a state of litigation and confusion of which they could form no idea, and which they would all deeply regret.—The *Ecclesiastical Courts and Registries Bill* was then read a second time; but the *Ecclesiastical Procedure Bill* was thrown out by 24 to 14.

The number of Landowners in the Kingdom.—Lord Derby asked if it was the intention of the Government to take any steps for ascertaining accurately the number of proprietors of land or houses in the United Kingdom, with the quantity of land owned by each.—Lord Halifax proposed to give a nominal list of every owner of land to the extent of one acre or upwards in every county of England, together with the quantity of land which each owner has in the county. In regard to owners of less than one acre, he thought it would be sufficient to state their number in each county without specifying their names. The same process would be gone through in Scotland and Ireland. He hoped to be able to lay these returns on the table before the end of the Session.

Feb. 20.—The *Burial Grounds Bill* was read a third time and passed.

HOUSE OF COMMONS.

Feb. 16.—*Costs in Criminal Prosecutions.*—Mr. Magniac asked the Secretary to the Treasury whether it was the intention of the Lords of the Treasury to abandon the present system of disallowing portions of the costs of criminal prosecutions, which had been described by the Lord Chief Justice, in a recent judgment, as having no legal authority.—Mr. Baxter: The payments made as costs of criminal prosecutions may be classed under four heads:—1, Expenses of prosecutors and witnesses; 2, court fees to clerks of the peace at sessions; 3, fees of justices' clerks; 4, fees of counsel and attorney. Under the first three heads the disallowances of the Treasury chiefly consist in bringing to scale, and correcting mistakes made by the local officers, and it never could have been intended that the Treasury should not have the power of rectifying errors of this kind. Under the fourth head, however, a larger question arises, and it is now under consideration in what manner the Treasury can best reconcile the duty of seeing that irregular charges are not paid out of of the grant with the interests of the ratepayers in counties and boroughs. The Treasury had the matter still under consideration.

The Jurymen's Grievances.—Mr. Lopes called attention to the defective state of the law with regard to the summoning, attendance, and remuneration of jurymen. The existing state of that law was onerous to a large class of her Majesty's subjects. It was unsatisfactory and distasteful to a large body of suitors, and to those who were concerned in the administration of the law. Those evils had been recognised by the Legislature over and over again, and had been descanted upon by almost every judge in the superior courts. In 1867 the whole subject was referred to a select committee, which, not having completed its labours, was reappointed in 1868. The committee made an elaborate report, recognising all the grievances of which jurymen had to complain, and containing several recommendations. In 1869 the Judicature Commission made a report, in which they recognised the defective state of the law with regard to jurymen. In 1870 a bill was brought into that House by Lord Enfield, and subsequently became law. That Act contained many valuable provisions, but it had proved insufficient. It enacted that jurymen should receive a higher remuneration than they received before; but the machinery was so utterly ineffective that very early in last session it became necessary to repeal the clause relating to remuneration, and at present the remuneration of jurymen stood on the same footing as it did before the passing of the Juries Act of 1870. The root of the evils of which jurymen have to complain was the insufficient and inaccurate compilation of the jury lists. The jury lists were prepared by overseers in September every year. They were afterwards submitted to the magistrates, who allowed them. But for the somewhat onerous duty thus cast upon overseers they received no remuneration, and the result was, that the jury lists of one year were frequently simply a copy of the jury lists of the year before, or, it might be, of the jury lists of ten years before. No notice was taken of removals, of deaths, or of those who, since the lists were originally prepared, had become qualified in the parish to serve as jurymen. The Under-Sheriff of Middlesex stated before the committee that the number of special jurymen in that county was nominally 1,800, but that at least one-third of those were inefficient, *i.e.*, if all the names in the books were called over, only two-thirds would answer to their names. And the Under-Sheriff stated that under an improved system we ought to have 6,000 or 8,000 special jurymen in the county of Middlesex instead of 1,800. The Under-Sheriff for the county of Surrey stated that the number of jurymen in that district would be quadrupled under an improved system. The jury list should be revised by the revising barrister, in the same manner as he revised the lists of Parliamentary electors. By the Juries Act of 1870 a new qualification for special jurymen was introduced. Any person who was rated to the extent of £100 a year in a town containing 20,000 inhabitants, or £50 elsewhere, became by that Act qualified to serve as a special juryman. The qualification ought to be extended even beyond that. There was a great number of persons who had very little indeed to do, who were very intelligent, and who would be glad if means were devised by which they might be employed and sit upon a special jury. At the present moment it was left to each individual to determine for himself whether he should serve on a special or on a common jury. And that was a very great mistake. The hon. member proceeded to argue in favour of reducing the number for trial of each case, and increasing their remuneration. Before the Act of 1870 special jurymen were entitled to receive only one guinea for a case, and common jurymen only 8d., but under

that Act the special jurymen might receive a guinea for each day's attendance, and common jurymen 10s., and that was a fair sum. But the machinery of the Act broke down, and the whole thing fell to the ground. In his opinion this payment ought to be made not by the parties to the suit, but by the State. The judge who was appointed to administer the law was paid by the State. He did not see why the jury who were to try the facts should not be paid in the same manner, and the means might be provided by the imposition of a stamp upon every process under which legal proceedings were originated. He moved that the law relating to juries ought to be dealt with as a whole in a bill to be brought in by the Government at the earliest possible period.—Mr. W. H. Smith, in seconding the motion, testified to the great dissatisfaction which prevailed in his constituency at the operation of the present law.—Mr. Hunt called attention to the state of the law with regard to persons living in towns having Quarter Sessions. Persons whose qualification made them liable to serve on juries for their towns, were not liable to serve in the County Court; but there was no exemption with regard to service at the assizes. However, there was no machinery to bring them to serve at the assizes. In the opinion of many clerks of the peace it was safer to omit the names of such persons from the jury book, lest if in a capital case one of them served on the jury a question might be afterwards raised as to the validity of the conviction. The matter ought to receive the attention of the Government.—Mr. Wheelhouse did not think it would be practicable to provide remuneration for jurymen by means of stamps affixed to writs and plaints, as suggested by Mr. Lopes. He suggested that cases should be tried by juries of five or seven at the option of the parties, and that any one who had served on a jury should not be required to serve again for three years. Any legislation on the subject ought to sweep away altogether the distinction between the special and common jury lists. He agreed that jurymen should be paid by the State as well as judges.—Mr. Collins said that what we really wanted was, if possible, to get rid of juries altogether. The great objection to this was entertained by the judges, who did not like to be called upon to decide cases. He protested against the notion that jurors ought to be paid out of the public funds.—Mr. Denman thought that a jury of seven was sufficiently numerous to insure the accomplishment of justice, but could not agree that questions of fact should be taken out of the hands of juries and left for the decision of judges only. Regard for law in this country was kept up by the fact that the judges were confined to questions of law, while all matters of fact were left to the decision of juries.—The Attorney-General entirely concurred with many of the remarks made by Mr. Lopes, but there were some observations with which he could not agree, and some points upon which he could not, without consultation with his colleagues, speak with any degree of authority. As to the payment of jurymen by the State, he could not say anything without consultation with the Chancellor of the Exchequer. As to the remuneration of jurymen in payment of their services, it might be said that under the existing law the jurymen were as much a part of the tribunal as the judge, and ought to be paid as the judge was, out of the coffers of the State, but the cases did not quite run on all fours. The juror was only occasionally called upon to discharge his functions, while the judge had to devote his whole life to the study of the law which it was his duty to administer. He could not agree that it would be well, even in cases where the parties did not desire one, for the assistance of a jury to be dispensed with. His reason for taking this view was this,—we live in a country the institutions of which were mixed up in a vast and complicated system, the working of which was not to be measured by its direct and immediate effects, but by the indirect and consequent effects it had upon other portions of the social and political machine. Therefore, he should exceedingly dislike to see the time when the general public were divorced from all interest or concern in the administration of justice. He regarded juries as a most useful institution, because they interested the general public in the administration of justice, and afforded them an education which hardly anything else could give. Still less would it be desirable to dispense with juries in the trial of cases where passion, or party, or class interests were concerned. It was a great safeguard not only to the parties interested, but to the character of the bench itself, that there should be in the jury a bulwark, as it were, between the decisions arrived at and the bench, which would otherwise have to decide both upon the facts and the law of cases. With regard to the broad general question, he entirely agreed in the view that the state of the English law with reference to juries was little less than a scandal. This was certainly a state of things which ought to be put an end to, and he, for one, should like to see the necessary steps taken with a view to that end. With regard to the number of persons who should form a jury, he quite agreed that in all ordinary trials, both civil and criminal, a jury of seven would be amply sufficient, but in trials for murder he would adhere to the present number. He could not undertake to say when it would be possible to undertake legislation on the subject, but the subject was one which had honestly engaged his attention for some years, and at the earliest possible moment he would bring in a bill in accordanee with the statement he had just made.—Mr. Lopes then withdrew his motion.

The Transfer of Land.—Mr. G. Gregory called attention to the report of the Royal Commissioners appointed to inquire into the operation of the Land Transfer Act, and moved a resolution affirming the desirability of affording further facilities for the transfer of land. He described the process now gone through in transferring landed property from a vendor to a purchaser, and traced the course of recommendations, and proposed and actual legislation on the subject from the Royal Commission of 1857 upwards. The Act of 1862 had been a failure. The acquirement of an absolute indefeasible title of 60 years, and that of the absolute identification of boundaries, had militated most grievously against the operation of the Act, because people would not incur the risk of raising all these questions. Again, the Act required that when a property was once registered all subsequent dealings and transactions with regard to it should be inserted on the register, the result being that when estates were divided into small lots the expense of transfer was greater than if they were conveyed in the ordinary way. He suggested that the Registrars should be authorised to deal with titles as titles were dealt with in practice, or, in other words, to grant a qualified certificate to the effect that the owner had made out a good title for 40 years, or a title subject to certain contingencies stated in the certificate. In conclusion, he deprecated the idea that any change in the law would make the ownership of land more popular.—Mr. Wren Hoskins did not think Mr. Gregory's suggestion would give the improvement required. Until the Legislature consented to give the living generation a greater interest in the land by cutting off lengthy entails, he feared that remedies such as were now proposed would surely fail. He looked with misgiving upon registries unaccompanied by maps, and by other measures for dealing with our obsolete law of entail. Too great a subdivision of land was, no doubt, injurious to agriculture; but the distribution of land ought to be as free, if not more free, than that of any other commodity. Land should be as easily transferable, he would not say as the Three per Cents, but as it now was in every country in Europe.—Mr. R. Torrens ascribed the failure of Lord Westbury's Act to the attempt to blend together two systems of conveyancing which were antagonistic and inconsistent with each other—namely, the system of conveyancing by deeds and by registration of title. He described the "record of title" plan as in use in Australia. He could not agree that it would be possible to abate the requirements of definite descriptions of the boundaries of property.—The Solicitor-General thanked the mover of this resolution, and those who had spoken to it, for keeping the subject before the attention of the country. In behalf of the Government he might say that not only would the matter have their fullest consideration with a view to the amendment of the law, but it had already received a very large amount of consideration, on the part especially of the Lord Chancellor; a bill had been actually prepared with a view to carry out the contemplated mode of reform; but from the pressure of other business it was not probable it would be in the power of the Government to bring forward the contemplated measure during this Session. The motion was then withdrawn.

The *Public Prosecutors' Bill.*—Mr. Walpole moved the second reading. After dilating on the necessity for a system of public prosecutors, he said the bill proposed that, on the recommendation of the county justices or municipal authorities, a public prosecutor might be appointed to conduct prosecutions in districts constituted by the Secre-

tary of State. Their duties would ordinarily commence after the committal for trial of the accused, but in difficult and important cases they might obtain authority to intervene before the commitment. They would also be authorised to consult advising counsel as to the form of the prosecution. When they declined to act or ceased to act, private prosecutors would be at liberty to proceed, as at present. The bill would keep the functions of the police and of public prosecutors quite distinct. As to patronage, the initiative was left to the local authorities. He could not see that the independence of the bar would be impaired, as the public prosecutor would merely distribute his briefs as the town clerk or clerk of the peace did now. The last objection urged against the bill was that of cost, but that would not be materially above the expenses paid by the Treasury already for prosecutions. Last year the Home Secretary had promised an inquiry into that matter. He trusted the House would read the bill a second time, and postpone its further consideration until the particulars as regards costs had been ascertained and the Recorder of London was in his place.—Mr. West objected to the enormous amount of patronage it would vest in the Government. The main objections to the bill, however, were that it did not deal with Crown cases, and that the influence of the public prosecutor would be felt at the very point where it was least needed, because all the failures of justice occurred before the committal of prisoners.—Mr. Straight did not think the bill would recommend itself to those who were experienced in criminal prosecutions. It was not necessary to consider the question of patronage, which was generally dispensed on both sides of the House alike, but a question as to whether the country would take the value for the proposed expenditure. He should oppose the bill in committee.—Mr. Leeman said that if the bill went into committee it was his intention to move that it be limited in its operation to the Central Criminal Court.—Mr. Bruce reminded the House that judges of the greatest weight and experience—men who knew thoroughly the working of our legal system, not in London only, but in every part of the kingdom—as well as every person of authority who had been examined on that subject, had found fault with the existing system, and suggested the appointment of a public prosecutor. As to the cost of the proposed system, a most careful inquiry on that point by competent authorities was near its completion, and he hoped to furnish the House with the fullest details before they went into committee; but he might now state that the general result arrived at was that there was no reason to anticipate any serious increase in the cost of prosecutions under the proposed system.—The bill was read a second time.

Conveyancing Law Amendment.—Mr. Gregory introduced a bill to amend and extend the Act to facilitate the proof of title to and conveyance of real estate.

Middlesex Registry.—Mr. Gregory introduced a bill for discontinuing the registration of deeds, wills, and other matters affecting land in the county of Middlesex.

Married Women's Property Act (1870) *Amendment.*—Mr. Staveley Hill obtained leave to introduce a bill to amend the Married Women's Property Act, 1870, so far as it relates to debts contracted by women who afterwards marry.

Registration of Trade Partnerships.—Mr. Norwood obtained the appointment of a Select Committee to inquire into the practicability of a registration of trade partnerships, and into the best means of effecting such registration.

Vacant County Court Judgeship.—Mr. Trevelyan asked the First Lord of the Treasury whether it was the intention of the Government to fill up the vacancy caused by the recently announced resignation of a county court judge until the report of the Judicature Commission had been made public.—Mr. Gladstone understood that the business of the county court at Liverpool was more heavy than to admit of its being disposed of by one single judge, there being now two judges actually engaged upon it. He could not say that the office would not be filled up, but it would not be filled up without consideration as to what other changes might be properly made in those arrangements. The intention was to see whether it was possible to effect some adjustment of districts which might lead to improved arrangements for the transaction of that business. He hoped it would not be necessary that there should be any delay in the matter.

The affaire Collier.—Mr. Cross moved:—"That this House has seen with regret the course taken by Her Majesty's Government in carrying out the provisions of the Act of last Session relative to the Judicial Committee of the Privy Council; and is of opinion that the elevation of Sir Robert Collier to the bench of the Court of Common Pleas for the purpose only of giving him a colourable qualification to be a paid member of the Judicial Committee, and his immediate transfer to the Judicial Committee accordingly, were acts at variance with the spirit and intention of the statute, and of evil example in the exercise of judicial patronage."—Mr. Goldney seconded the resolution.—Sir R. Palmer moved an amendment.—"That this House finds no just cause for a Parliamentary censure on the conduct of the Government in the recent appointments of Sir Robert Porrett Collier to a judgeship of the Common Pleas, and to the Judicial Committee of the Privy Council." The question was not, whether a judicious course had been adopted, or whether this or that man's view of the "spirit" of the Act was correct, but whether anything had been done which ought to be visited with a vote of censure. He argued that the Government had appointed by legal and legitimate means a fitting person, and that consequently there was no ground for parliamentary censure. There was nothing in the Act about tried judicial experience. Judicial status was the sole test of fitness involved; and if a man were a judge when appointed to the higher office, he had the step for qualification. The object, spirit, and meaning of an Act of Parliament must be collected from the words used in the statute. If Sir R. Collier were unfit for the office of judge in the Common Pleas, the objection to his appointment as a member of the Judicial Committee would be substantial; but as that could not be asserted, it was the merest technical objection in the world.—Mr. J. Goldsmid seconded the amendment.—Mr. Staveley Hill supported the motion.—Mr. Watkin Williams did not accuse the Government of "jobbing," but they had strained the Act. He must vote for Mr. Cross's motion.—Serjeant Simon opposed the motion.—The Lord-Advocate thought the whole matter unworthy of the attention of Parliament.—Mr. Denman argued vigorously in favour of the motion. If what had been done were not censured, the security of the law, the authority of the Courts, and the liberty of the subject would be endangered and shaken.—Mr. Craufurd denounced the motion as a party move.—Mr. Gathorne Hardy argued that, in making the appointment as they had done, the Government broke faith with Parliament. The precedent would be bad if the act was not censured.—Mr. Gladstone supported the appointment as within the construction of the Act; it meant that the persons appointed should be persons fit to be judges in Westminster Hall. Certainly, if the Government had known such a storm would be provoked, they would not have made the appointment.—Lord Elcho, after hearing the Premier's speech, would support the motion.—The motion was then rejected by 268 to 241, after which the amendment was carried without a division.

Feb. 20.—*House of Commons Witnesses.*—Mr. Dodson moved the following resolutions as standing orders to supplement the Act of last session relating to the swearing of witnesses in that House:—"1. That any oath or affirmation taken or made by any witness before the House, or a committee of the whole House, be administered by the clerk at the table. 2. That any oath or affirmation taken or made by any witness before a select committee may be administered by the chairman, or by the clerk attending such committee."—Agreed to.

The *Burials Bill.*—Committee.—Mr. Osborne Morgan, in moving to go into committee, expressed his willingness to accept Mr. J. G. Talbot's amendment that the service performed in the churchyard by Dissenters, "if not according to a published ritual, should consist only of prayers, hymns, or extracts from Holy Scripture."—Mr. J. G. Talbot, however, moved to defer the bill for a fortnight, in order to permit the bill now in the Lords to be brought down.—Mr. Morgan declined on the ground that in the present state of the order book delay was defeat.—Mr. Read, Colonel Barttelot, Mr. Cawley, Mr. Charley, Mr. Salt, and Mr. Beresford Hope, were in favour of postponement; Mr. W. Williams and Mr. Young against it.—On a division, a majority of 73 to 52 were for going into committee at once.—A resumed debate on the principle of the measure then took place on the preamble, which eventually was postponed, and the first two clauses having been supported through several divisions, and ordered to stand part of the bill, progress was reported.

Occasional Sermons.—Mr. Cowper-Temple asked leave to introduce a bill to enable incumbent ministers, with the permission of the bishop of the diocese, to provide for the delivery of occasional sermons or lectures in their churches or chapels by persons not in holy orders of the Church of England. He proposed that the House resolve itself into committee, with the view of afterwards moving that the chairman be directed to ask leave to bring in a bill to enable incumbent ministers, with the permission of the bishop of the diocese, to provide for the delivery of occasional sermons or lectures in their churches or chapels by persons not in holy orders of the Church of England.—Mr. Beresford Hope thought the proposed measure was liable to the objection that many persons would accept it as having a larger scope than was apparently intended. He objected to the indefinite character of the provisions of the bill, and hoped that it would not be pressed beyond this stage.—Mr. Gladstone said he should look at the bill with great interest and some jealousy, because it seemed to be founded on the principle of allowing persons to assume the office of teaching in the Church of England who were not in any way subject to the law, or discipline of the Church, or to profess in any manner any conformity to its principle. This was a principle which would require very great consideration before it could be safely embodied in the form of law. —The House then went into committee, and a resolution was come to upon which to found the bill. The House resumed, and leave was given to bring in the bill.

Feb. 21.—*Game Law Amendment.*—Mr. Hardcastle moved the second reading of his bill. It would convert game into property and poaching into larceny. The necessary powers were given to the magistrates, and there were minor changes in the general law required for the working of a game law on this new basis. He was willing to refer the bill to a Select Committee.—Mr. Straight seconded the motion, not entirely approving all the minor provisions, but hoping to take the poacher out of the atmosphere of romance.—Mr. West, Mr. Muntz, and Mr. M'Lagan objected to the large powers given to local magistrates; game would be more strictly protected under it than any other species of property. Mr. C. Read thought that the bill did not provide for the tenant-farmer's grievance.—Mr. Beresford Hope opposed the bill.—Mr. Bruce doubted the expediency of making game property. He thought a Select Committee would be the best means of promoting a settlement.—Mr. Hardcastle eventually withdrew his bill, and a Select Committee on the whole question was ordered to be appointed.

Marriage with Deceased Wife's Sister Bill.—Mr. T. Chambers moved the second reading, which was opposed by Mr. J. Talbot, and after a considerable debate, in which the well-known arguments on both sides were urged, was carried by 186 to 138.

Feb. 22.—The *Royal Parks and Gardens Bills* was considered in committee. The first two clauses were agreed to. On clause 3, which provides for the appointment of park-keepers, an amendment by Mr. Rylands to transfer the control of the parks from the ranger to the First Commissioner of Works was negatived by 58 to 32. Mr. V. Harcourt then proposed to omit the clause altogether, in order to hand over the parks to the metropolitan police. A lengthy and acrimonious discussion took place on this, and the clause was ultimately carried on a division by 206 to 66. On clause 4 another amendment by Mr. Rylands to reduce the maximum penalty from £5 to 40s., was negatived by 183 to 59. The clause was then agreed to and progress reported.

Railway Amalgamation.—On the motion of Mr. Chichester Fortescue a Select Committee was appointed to join with a committee of the Lords to inquire into the subject of railway amalgamation, with special reference to the bills now before Parliament.

OBITUARY.

MR. W. D. EVANS.

Mr. William David Evans, M.A., barrister-at-law, died at Wimbledon, on the 16th February. Mr. Evans was educated at St. Peter's College, Cambridge, where he graduated B.A., (fifteenth wrangler) in 1834, and afterwards became a fellow of his college. He was called to the bar at Lincoln's-inn, in May, 1838, and practised for many years as an equity draftsman and conveyancer.

SOCIETIES AND INSTITUTIONS.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's Inn Hall, on Wednesday last, Mr. Hanhart in the chair.

Mr. Whale moved—

"1. That it is desirable in the interest of the legal profession and the public that a school of law should be incorporated in London, and that the benefits of the course of study and examinations to be afforded by such school should be offered to all classes of students who may desire to take advantage of them, whether intending or not intending to follow the legal profession in any of its branches, and whether members or not of any of the Inns of Court.

2. "That the passing of suitable and duly conducted examinations should be made indispensable to the admission of students to the practice of the law in all its branches."

The resolutions were carried *nem. con.*, and it was resolved to prepare a petition for presentment to the House of Commons by Sir Roundell Palmer.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1872.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the Examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction :—

1. Edgar Lubbock, who served his clerkship to Messrs. Reyroux & Phillips, of London.

2. Edward Powell, who served his clerkship to Mr. Edward Maurice Jones, of Welshpool; Beaumont Shepheard, who served his clerkship to Messrs. Shepheard & Son, of London.

3. John Cook, who served his clerkship to Messrs. Thompson & Cook, of Hull.

4. Walter Reginald Collins, who served his clerkship to Messrs. Bridger & Collins, of London.

5. George Ashmall, who served his clerkship to Mr. Arthur Barnes, of Lichfield.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books :—

To Mr. Lubbock, the prize of the Honourable Society of Clifford's Inn.

To Mr. Powell, the prize of the Honourable Society of Clement's Inn.

To Mr. Shepheard, Mr. Cook, Mr. Collins, and Mr. Ashmall, prizes of the Incorporated Law Society.

The Examiners have also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation :—

Arthur George Boulton, who served his clerkship to Messrs. Mullings, Ellett, Hampton & Tudway, of Cirencester; and Messrs. Peacock & Goddard, of London.

Samuel Chester, who served his clerkship to Messrs. F. & E. Chester, of London.

George John Coldham, who served his clerkship to Messrs. Andrews & Canham, of Sudbury; and Messrs. Pawle & Fearon, of London.

Edwin Gray, who served his clerkship to Mr. William Gray, of York; and Messrs. Bell, Brodrick, & Gray, of London.

Henry Edward Herman, who served his clerkship to Mr. Herbert Henry Poole, of London.

George Edward Lake, who served his clerkship to Messrs. G. & B. G. Lake, of London.

Charles Herbert Owen, who served his clerkship to Messrs. Rutter, Neve and Rutter, of Wolverhampton; and Messrs. Sharp & Ullithorne, of London.

Samuel Pilley, jun., who served his clerkship to Messrs. Staniland & Wigelsworth, of Boston; and Messrs. Tooke & Holland, of London.

Frederick Vaughan, who served his clerkship to Mr. Robert James Cathcart, of Newport, Monmouthshire; and Messrs. Jones & Starling, of London.

The Council have accordingly awarded them Certificates of Merit.

The examiners further announce that the answers of the following candidates were highly satisfactory:—Horace Ockerby, William Henry Herington, William Baildon Craven, James Rawlinson. That Mr. Ockerby, Mr. Herington, and Mr. Craven, would have been entitled to prizes, and Mr. Rawlinson to a certificate of merit, if they had not been above the age of twenty-six.

The number of candidates examined in this Term was 157; of these, 143 passed, and 14 were postponed.

THE LEGAL EDUCATION ASSOCIATION.

The following circular has been sent round to the bar by the Legal Education Association:—

"The Honourable Societies of the Inns of Court have definitely (though by a very small majority of their joint committee) declined to co-operate with the Legal Education Association in promoting a comprehensive scheme of legal education.

It is understood that, under these circumstances, Sir Roundell Palmer will, early next Session, again bring forward a motion for an address to the Crown, asking for a charter incorporating a school of law in London.

A petition in favour of a similar motion was signed by more than 400 members of the Inns of Court, last Session. This petition included the names of Sir William Erle, Sir J. T. Coleridge, Sir Joseph Napier, Sir Edward Ryan, and eighteen Queen's Counsel.

It is considered very desirable that the Bar should again express their opinion that nothing short of such a central school of law, open to all classes of students, whether intending or not intending to practise law in any of its branches, and *governed by a public and reponsible board*, can be accepted as a satisfactory solution of the question.

With this view the enclosed petition has been prepared, and we venture to ask for your signature to it.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament Assembled.

The humble petition of the undersigned members of the Inns of Court and Serjeant's Inn.

Sheweth,—That it is desirable in the interest of the Legal Profession and the public that a School of Law should be incorporated in London, and that the benefits of the course of study and examinations to be afforded by such school should be offered to all classes of students who may desire to take advantage of them, whether intending or not intending to follow the Legal Profession, in any of its branches, and whether members or not of any of the Inns of Court.

That the passing of suitable and duly conducted examinations should be made indispensable to the admission of students to the practice of the Law in all its branches.

That the objects aforesaid cannot be fully accomplished without the authority of Parliament.

Your petitioners therefore humbly pray your honourable House to take such measures for the accomplishment of the objects aforesaid as to your wisdom may seem fit; and particularly that an Act may be passed enabling her Majesty, in the event of her Majesty being graciously pleased by her royal charter to incorporate a School of Law for the purposes aforesaid, to provide by such charter for such of the objects aforesaid as cannot now be accomplished by the sole authority of her Majesty.

And your petitioners will ever pray, &c."

A similar circular and petition have been widely circulated in the other branch of the profession.

PARDONING CRIMINALS.

The prerogative of mercy is indeed no less important than that of justice. We would not desire to live among a people where the determination of a penal court was irrevocable. It would be an unimportant matter that the punishment inflicted was mild, and the judges who condemned perfect, if there was no possibility of reprieve after the word of condemnation had been pronounced. The idea of justice, stern, certain and unappeasable, is inconsistent with the better impulses of our nature, repugnant to the teachings of our religion, and in conflict with those influences of civilisation which are fast changing our prisons from penitentiaries to reformatories.

It is nevertheless true that the existence of this institution is not unaccompanied by evil consequences. It is a pleasant thing to confer pleasure upon others, and a hard thing to deny it when it can be done with the stroke of a pen. The appeal of sympathy is always more persistent and effective than that of justice. For the most part nothing but a stern sense of duty restrains a kind-hearted man from granting every favour asked, if he has the ability to bestow. Thus there is a constant tendency to exercise the pardoning power to excess, and when this tendency is encouraged by all the influences, real and pretended, which interested and anxious persons are able to stir up, it is not to be wondered at if frequently the voice of duty is unheard. It is not an uncommon matter for the very men who have been zealous in the prosecution and conviction of an offender, to actively labour for his release from the allotted penalty, and this too, when they admit that it would be better for the public, yes, better for the culprit and his friends, that the law should take its course.

We have as a necessary result, a large number of pardons. Many of these, to be sure, are granted because justice requires them. Men are sometimes, especially for minor offences, wrongfully condemned; sometimes the law metes out a too severe penalty for the offence; and sometimes the public good demands the remission of a justly-incurred punishment. Under such circumstances, the intervention of executive clemency is not merely merciful, it is just. But in most cases the pardon is yielded to the importunity of relatives and friends, backed by the recommendations of men in high social or political position. Where the power is vested in a single individual, who has other and onerous duties to attend to, this is peculiarly liable to be the case. He of necessity can spare but little time to each application, and must, in very numerous instances, depend upon the statements of others whom he believes to be honourable men, in forming a judgment concerning his duty. These advisers too often mislead, not designedly indeed, but, feeling no responsibility in the matter, counsel a course of action that they would decline to follow themselves, rather than injure the feelings of a neighbour or an acquaintance.

These evils have led the governors of various States, from time to time, to recommend a change in the system of granting pardons, and some of them have asked to be relieved from the prerogative of pardon altogether. In some of the States this has been done, and a court of pardons set up, with the advantage of being able to consider, fairly and thoroughly, each application, and to make their conclusions unbiassed by those extraneous influences which are apt to affect the conduct of an individual. So far, a court is better than a governor, and we can hardly believe that, once tried, either the people would be desirous, or the executive head willing, to return to the other plan.

One principal evil effect of the pardoning power would, however, still remain, and that is the influence upon the popular mind of a knowledge that it is possible for guilt to go unpunished, or inadequately punished, even after the highest law court has, in the individual instance, determined the guilt, and announced the penalty, and that the possibility does not depend upon any fixed rules. Such a knowledge encourages the criminal to hope that he may be lucky enough to find favour in the eyes of the dispensers of mercy, and also weakens the restraint upon the vicious classes which the fear of punishment is intended to produce.—*Albany (U. S.) Law Journal.*

AN AMERICAN VIEW OF BANKRUPTCY LAW AND ADMINISTRATION.

Bankruptcy is intended to do two things; to release the bankrupt from liability to arrest for his past debts, and to secure an equitable division of his assets among his creditors. The abolition of the law of arrest for debt, therefore, would not render a bankruptcy code unnecessary. A hasty or friendly creditor might still, by a timely execution, carry away all the assets for himself. Consequently, it seems impossible to get rid of a bankruptcy code as distinguished from the ordinary law of debtor and creditor, unless the legislature is firmly resolved to extinguish credit on its present scale. Accordingly, for a long time past, the principles of bankruptcy legislation have been universally agreed upon, both in the United States and in England. Mercantile men consider that, where a trader has met with unforeseen losses as, for instance, in the case of the Chicago fire, he should not be weighed down during his life by liability for his previous debts. Even where the calamity is not so entirely of the nature of an accident as in the case of

the Chicago disaster, yet traders, who can sympathise with trading ills and infirmities, believe that a speculator should get a bankruptcy discharge and release from debts, provided his losses do not indicate gross negligence or fraud. A practical test, accordingly, of sound and unsound trading was intended to be furnished by the Bankruptcy Act of 1867. By that statute a ruined trader is not, in most cases, aided in bankruptcy unless his assets realise 50 per cent. of his liabilities.

Hard cases make bad laws. This is a very old but very solid saying. The statute referred to, for instance, will operate most severely in the case of the Chicago merchants. Indeed, this effect of the present law of bankruptcy is so obvious that Congress is certain to adopt some of the devices now mooted at Washington and elsewhere for the relief of the ruined traders of Chicago. The best way, perhaps, to act under the circumstances, is to pass a special statute for the Chicagoese, and to enact, also, a general statute which will not have quite such a hard-and-fast outline as the statute of 1867.

The most unpleasant part of bankruptcy, however, is the tediousness and expense of administering the assets. In England the cost has usually been 33 per cent. on the total realised. In that country the battle between creditors and official assignees was fought out to the bitter end, until by the last bankruptcy statute the creditors' assignee triumphed. The first system adopted in that country was to administer the assets through the creditors. This was found to result in every fraudulent creditor manufacturing a number of nominal creditors, who outvoted the *bona fide* creditors on every material point. This family council was knocked on the head by Lord Brougham in 1831. The Bankruptcy Act of that year, passed through his instrumentality, introduced the official assignee to the trading public. That personage, however, far surpassed the worst records of the corruption of the creditors' assignee. A compromise was adopted, and both creditors and official assignees were appointed to work together in harmony. The official assignee took possession of the assets, and even when a creditor's assignee was appointed, the official still collected all debts under £10. This dualism only made confusion worse confounded. Each of the two assignees could not have the bankrupt's books in his office, while the double range of expenses left the creditors so despondent that many often wholly ceased to look after the bankrupt's estate, once that it was reposing *in gremio legis*.

Book debts of the bankrupt were authorised to be sold, in order to avoid the expense of collecting them. But this statutory provision only led to frequent litigation in order to determine whether a bill of exchange, a bond, a mortgage, or a bill of sale, belonging to the bankrupt, was a book debt. At last the creditors have triumphed, and now hold in England the full control of the administration. Whoever wishes to discover the relative merits or demerits of official and trade assignees, will find the whole matter discussed to the most minute details in a report by a Special Committee of the House of Commons, issued in 1861. The calamity at Chicago will now bring the whole question on the boards at Congress, to which the Constitution has delegated legislative jurisdiction in bankruptcy. Congress men will do well to consider what England has done in this matter before they pass any new bankruptcy statute.—*Albany (U.S.) Law Journal.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 23, 1872.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92¾	Annuities, April, '85
Ditto for Account, Mar. 1, 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¾	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92¾	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 248
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79 108½
Ditto 5 per Cent., July, '80 110	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73 102¾
Ditto 4 per Cent., Oct. '88 103½	Do. Bonds, 4 per Ct., £1000 22 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 96½	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	111
Stock	Caledonian	100	115
Stock	Glasgow and South-Western	100	128
Stock	Great Eastern Ordinary Stock	100	49¾
Stock	Great Northern	100	139
Stock	Do., A Stock*	100	160
Stock	Great Southern and Western of Ireland	100	120
Stock	Great Western—Original	100	111¼
Stock	Lancashire and Yorkshire	100	137½
Stock	London, Brighton, and South Coast	100	74¾
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	158
Stock	London and South-Western	100	111
Stock	Manchester, Sheffield, and Lincoln	100	73
Stock	Metropolitan	100	67
Stock	Midland	100	142½
Stock	Do., Birmingham and Derby	100	110
Stock	North British	100	58
Stock	North London	100	128
Stock	North Staffordshire	100	86 x d
Stock	South Devon	100	76
Stock	South-Eastern	100	97
Stock	Taff Vale	100	162

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets can hardly be said to be in a depressed state, but the recovery of last week has not been followed up. In the railway market heavy realisations have weakened the tone. The general market appears in an uncertain condition, pending the devolution of the "Alabama" difficulty.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CABELL—On Feb. 20, at West-hill, Highgate, the wife of William Lloyd Cabell, of Lincoln's-inn, barrister-at-law, of a son.

DODD—On Feb. 20, at Wallingford, the wife of John T. Dodd, Esq., solicitor, of a daughter.

DRYLAND—On Feb. 12, at 5, Eldon-road, Reading, the wife of Robert Coster Dryland, Esq., of a son.

MILLAR—On Feb. 19, at 59, Kensington-gardens-square, the wife of Frederick Charles James Millar, of the Inner Temple, barrister-at-law, of a daughter.

MOXON—On Feb. 15, at Brocklands Villa, Cambridge, the wife of James H. Moxon, Esq., barrister-at-law, of a daughter.

MARRIAGES.

CORY—HERVEY—On Feb. 19, at All Saints', Kensington, Henry Cory, of Furnival's-inn, and Holsworthy, Devon, solicitor, to Flora Leighton, youngest daughter of the late G. Hervey, Esq., of Westbourne-park.

DEATHS.

BENNETT—On Feb. 14, at 7, Hampton-park, Bristol, Edward Holland Bennett, Esq., barrister-at-law, aged 35.

BURT—On Dec. 28, at Grenada, West Indies, Archibald Piguenitt Burt, Attorney-General of the colony, aged 33 years; and, on 1st Jan., his wife Laure.

ELDRED—On Feb. 15, at 75, Alexandra-road, St. John's Wood, Charles Joseph Eldred, of 8, Great James-street, Bedford-row, solicitor, aged 47.

EVANS—On Feb. 16, at Wimbledon, William David Evans, Esq., of Lincoln's-inn, barrister-at-law.

GIBSON—On Feb. 20, at 22, Merrion-square north, Dublin, William Gibson, Esq., Taxing Master of the Court of Chancery in Ireland, aged 64 years.

ROSE—On Feb. 16, William Barker Rose, Esq., of the Inner Temple, aged 27.

ESTATE EXCHANGE REPORT.

AT THE MART.

Feb. 20.—By Messrs. D. SMITH, SON & OAKLEY.

Horselydown, freehold waterside premises, Sold £850.

By Messrs. HARDS, VAUGHAN & LEIFCHILD.

Chelsea, No. 43, Haskar-street, term 70 years. Sold £255.
No. 51 adjoining, same term. Sold £250.
No. 10, Halsey-terrace, term 71 years. Sold £560.
Pimlico, No. 13, Charlotte-street, term 39 years. Sold £370.
No. 44, Commercial-road, term 43 years. Sold £360.
Battersea, Nos. 6 and 7, Somerton-terrace, term 68 years. Sold £205.
Old Brompton, No. 27, Bute-street, term 74 years. Sold £330.
No. 28 adjoining, same term. Sold £350.

By Mr. F. EILOART.

Roehampton, Nos. 1 to 20, Elizabeth-place, freehold. Sold £2,950.

Feb. 21.—By Messrs. WARNER, SHEPPARD & WADE.

City, Nos. 26 and 27, Bush-lane, freehold, area 2,844 feet. Sold £10,350.

St. John's Wood, No. 23, Wellington-road, term 49 years. Sold £590.

By Messrs. HORNE, EVERSFIELD & Co.

Adelphi, the lease of 21, John-street, and 18, Adam-street, term 25 years. Sold £3,650.

AT GARRAWAY'S

By Mr. W. TABERNACLE.

Soho, King-street, the lease and goodwill of Hicks's Tavern, term 33 years. Sold £2,640.

By Messrs. FLEURET & SONS.

Kennington, Princes-road, the lease and goodwill of the Black Prince wine vaults, term 27 years. Sold £1,400.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY Feb. 16, 1872.

Lydall, John H, and T L Sweeting, Southampton bldgs, Chancery lane, Attorneys and Solicitors. Feb 15

TUESDAY, Feb. 20, 1872.

Emmet, Geo Nelson, Chas Alexander Emmet, John Watson, and Geo Nelson Emmet, jun, Bloomsbury sq, Attorneys and Solicitors. Feb 8

Winding up of Joint Stock Companies.

FRIDAY, Feb. 16, 1872.

UNLIMITED IN CHANCERY.

Sun Permanent Benefit Building Society.—Petition for winding up, presented Feb 14, directed to be heard before the Master of the Rolls on Feb 24. Pope, Gt James st, Bedford row, solicitor for the petitioner

LIMITED IN CHANCERY.

Bristol Victoria Pottery Company (Limited).—Petition for winding up, presented Feb 16, directed to be heard before the Master of the Rolls on March 2. Whites and Co, Budge row, Cannon st; agents for Press and Inskip, Bristol, solicitors for the petitioners

London and Devon Biscuit Company (Limited).—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Lambe Willshire and Wm Gould, Barnstaple. Wednesday, March 27 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Feb. 20, 1872.

UNLIMITED IN CHANCERY.

Birkenhead Benefit Building Society.—Petition for winding up, presented Feb 16, directed to be heard before Vice Chancellor Bacon on March 2. Redhead, Lincoln's inn fields; agent for Richardson and Co, Lpool, solicitors for the petitioners.

European Assurance Society.—Vice Chancellor Malins has, by an order dated Feb 8, appointed Chas John Bunyon, Serjeants' inn, Fleet st, Wm Pollard Pattison, Cornhill, and Stephen Philpot Low, Parliament st, to be official liquidators.

LIMITED IN CHANCERY.

Bristol Victoria Pottery Company (Limited).—Petition for winding up presented Feb 16, directed to be heard befeore the Master of the Rolls on Saturday, Feb 24. Vallance and Vallance, Essex st, Strand, solicitors for the petitioner.

Incorporated Victuallers Tea and Coffee Company (Limited).—Petition for winding up, presented Feb 19, directed to be heard before Vice Chancellor Wickens on March 1. Lewis and Co, Old Jewry, solicitors for the petitioner.

London Depot Carriage Company (Limited).—Petition for winding up, presented Feb 15, directed to be heard before Vice Chancellor Malins on March 1. Nisbet and Co, Lincoln's inn fields, solicitors for the petitioners.

Pure Linseed and Compound Feeding Cake Company (Limited).—The Master of the Rolls has, by an order dated Dec 9, appointed Jas Thos Snell, Cheapside, to be official liquidator. Creditors are required on or before March 11, to send their names and addresses, and the particulars of their debts or claims to the above. Monday, March 25 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Feb. 16, 1872.

Friendly Brethren Benefit Society, Temperance Hall, Devonport, Devon. Feb 8

Hill Top Friendly Society, Spring Maker's Tavern, Westbromwich, Stafford. Feb 9

TUESDAY, Feb. 20, 1872.

Stubbington Friendly Society, Crofton, Hants. Feb 13

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 16, 1872.

Allen, Patrick, Lpool, Tailor. March 11. Phillips *v* Allen. Registrar, Lpool District

Cooke, Conrade Geo, King Henry-rd, Hampstead. March 13. Cooke *v* Watling, V.C. Wickens. Lyne & Holman, Austin-friars

Hall, Anne, Farndon, Notts, Widow. March 14. Welby *v* Welby, also Rev Richd Thos Welby, Timberland, Lincoln, and also Eliz Mary Welby, Farndon, V.C. Malins. Tucker, Serle-st, Lincoln's-inn-fields

Lloyd, Hugh, Penreel Canal, Cardigan, Gent. March 12. Watkin *v* Lloyd, V.C. Bacon. Atwood, Aberystwith

Loney, Thos Connor, Maismore-sq, Peckham, Gent. March 20. Davison *v* Loney, V.C. Wickens. Brown, Finsbury-pl

Nichols, Richd, Upper Ebury-st, Pimlico, Builder. March 9. Nichols *v* Hill, M.R. Roberts, Moorgate-st

Street, Wm, Shalford, Surrey, Farmer. March 12. Street *v* Turrill, V.C. Bacon. Pontifex, St Andrew's-st Holborn

Walker, Wm, Essex-rd, Islington, Doctor. March 15. Walker *v* Walker, V.C. Wickens. Walker & Co, Southampton-st, Bloomsbury

TUESDAY, Feb. 20, 1872.

NEXT OF KIN.

Davison, Sarah Jane, St John's Wood-rd. March 23. O'Reilly *v* Power, V.C. Wickens

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 16, 1872.

Andrews, Rev Evan, Glaumorlais, Carmarthen. March 25. Thomas & Browne, Carmarthen

Burstall, Edwd, Fulmer-pl, nr Slough, Bucks, Esq. March 26. Bischoff & Co, Gt Winchester-st-bldgs

Chesterfield, Rt Hon Geo Arthur Philip, Earl of, Bretby-pk, Derby. April 1. Barlow & Co, Essex-st, Strand

Dowling, Malachi, Hoxton-st, Chair Manufacturer. March 31. Tucker & Co, King-st, Cheapside

Hall, John, Peterborough, Merchant. March 25. Rutland & Graves, Peterborough

Hollamby, Hy, Brighton, Sussex, Livery Stable Keeper. March 25. Woods & Dempster

Jacobs, Bethel, Kingston-upon-Hull, Goldsmith. March 31. Jacobs, Hull

Jameson, Lesser, Mansell-st, Whitechapel. April 30. Hilbery, Crutched Friars

Jones, Charlotte, Moore Park-rd, Walham-green. March 25. Pamphilon, John-st, Adelphi

Kelsey, Robt Winter, Hasleams, Haxey, Lincoln, Farmer. April 1. Collinson & Co, Epworth

Kendrick, Josephia Jane Mary, Albany-st, Regent's-pk, Spinster. March 13. Smith, Denbigh-st, Warwick-sq

Oldfield, Mary, Newcastle-on-Tyne, Spinster. April 15. Heap & Co, Huddersfield

Pike, Wm, Wells-st, Camberwell, Contractor. March 25. Wood, Fenchurch-st

Pinsent, Thos, Greenhill, Kingsteinton, Devon, Esq. April 13. Terrell & Petherick, Exeter

Renshaw, Thos, Sale, Chester, Farmer. March 14. Earle & Co, Munch

Rostron, Sarah Anne, Heaton Chapel, Lancashire, Widow. March 15. Reddish & Lake, Stockport

Scott, Alex, Leeds, Cloth Manufacturer. April 20. Snowden, Leeds

Smith, Isaac, Froggatt, Derby, Nurseryman. April 16. Fernell, Sheffield

Westover, Geo, Culvers, Dorset, Yeoman. March 30. Bell & Freame, Gillingham

Wood, Jane, Lees, Ashton-under-Lyne, Lancashire, Spinster. March 9. Summerscales & Tweedale, Oldham

TUESDAY, Feb. 20, 1872.

Adams, Isaac, Wethersfield, Essex, Farmer. March 12. Beaumont, Gt Coggeshall

Alfieri, Mary, Stretford, Lancashire, Widow. April 20. Richardson, Manch

Aucompte, Fras, St Martin's-ct, Leicester-sq, Tavern Keeper. April 1. Nash & Co, Suffolk-lane, Cannon-st

Bagnall, Jas, Hill Top, Stafford, Iron Master. April 30. Duignan & Co, Goldshill

Briggs, Thos, Over Darwen, Lancashire, Gent. March 20. Pickop, Blackburn

Brown, John, Coventry, Watchmaker. March 15. Minster & Son, Coventry

Bull, Jas, Coleman-st, Bunhill-row, Oilman. April 15. Broughton, Finsbury-sq

Carr, Chas, Newcastle-upon-Tyne, Steamboat Owner. March 25. Elsdon Newcastle-upon-Tyne

Clark, Geo, Arlington-st, Sadlers Wells, Printer. April 1. Nethersole & Speechly, New-inn

Collins, Chas, Chertsey, Surrey, Watchmaker. April 15. Grazebrook & Co, Chertsey

Dogee, Geo, Southampton, Gent. April 2. Hickman & Son, Southampton

Dougan, Robt, Freetown, Sierra Leone. June 30. Dougan, Freetown

Fitch, Fras, Walcot, Bath, Widow. April 27. Stone & Co, Bath

Grantham, Maria Louisa, Oberstein-rd, Battersea, Widow. March 16. Chapple, Carter-lane

Hart, Wm, Blackburn, Lancashire, Rope Maker. March 18. Wilkinson, Blackburn

Higgins, Thos, Commander R.N. March 20. Hildreth & Ommanney, Norfolk-st, Strand

Hopgood, Metcalf, Herne-hill, Dulwich, Gent. March 20. Hopgood, King William-st, Strand

Larner, Jas, Framlingham, Suffolk, Woollen Draper. May 1. Chubbe, Framlingham

Marsland, Saml Butcher, Sheffield, Comm Traveller. March 28. Walker, Manch

Mayo, Lavinia, Parker's-row, Bermondsey, Spinster. May 6. Wollaston & Davison, Basinghall-st

Parker, Mary, Ashton-juxta-Birm, Widow. March 17. Cottrell, Birm

Pentland, Murray, Diegoed, Carmarthen, Commander R.N. Feb 28. Hildreth & Ommanney, Norfolk-st, Strand

Robertson, Rev Jas, North Middleton, Northumberland, Presbyterian Minister. March 25. Elsdon, Newcastle-upon-Tyne

Rogers, Jas, Southampton, Pork Butcher. April 2. Hickman & Son, Southampton

Shaw, Wm Richd, Gt College-st, Westminster. March 25. Brundrett & Co, King's Bench-walk

Simmons, Harriet, Catton, Norfolk, Widow. March 19. Sinclair, Southwold

Springett, Wm, East Farleigh, Kent, Thatcher. March 25. King & Co, Maidstone

Steele, John, Walton-upon-Thames, Surrey, Grocer. April 15. Grazebrook & Co, Chertsey

Swann, David Leonard, Lloyd-sq, Dyer. March 31. Merediths & Co, New-sq, Lincoln's-inn

Wallis, John, Irthlingborough, Northampton, Gent. May 1. Sharman, Wellingborough
Wild, John, Bradford, York, Gent. April 1. Dawson, Bradford

Bankrupts.

FRIDAY, Feb. 17, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Garstin, Christophilus, Regent st, no occupation. Pet Feb 14. Spring-Rice. Feb 29 at 12
Hollis, Caleb Edwd, Offord rd, Barnsbury, Dealer in Timber. Pet Feb 13. Murray. March 5 at 11.30
London, Eliz Sarah, Central st, St Lukes, Draper. Pet Feb 14. Hazlitt. March 1 at 11
Taylor, Joseph, Well st, Hackney, Leather Seller. Pet Feb 14. Spring-Rice. Feb 29 at 12

To Surrender in the Country.

Bethwaite, John, Sandwith, Cumberland, Quarryman. Pet Feb 14. Were. Whitehaven, Feb 28 at 11
Bickersteth, Fredk Langdale, Newcastle-upon-Tyne, Insurance Broker. Pet Feb 10. Mortimer. Newcastle, Feb 28 at 11.30
Darling, John, Scarborough, Grocer. Pet Feb 14. Woodall. Scarborough, March 6 at 2
Groot, Maurice Alex de, Birm, Importer. Pet Feb 12. Chauntler. Birm, Feb 28 at 2
Holden, Geo, jun, Lpool, Merchant. Pet Feb 13. Watson. Lpool, Feb 27 at 2
Hyman, Moritz, Lpool, Clothier. Pet Feb 15. Watson. Lpool, Feb 27 at 11
Linnick, Chas Richd Sleeman, Devonport, Devon, Builder. Pet Feb 14. Pearce. East Stonehouse, March 6 at 11
McMillan, Saml, Manch, Saddler. Pet Feb 14. Kay. Manch, March 8 at 9.30
Southcombe, Robt Robins, Plymouth, Devon, Outfitter. Pet Feb 13. Pearce. East Stonehouse, Feb 28 at 11
Williamson, John Stonehouse, Sparken Hill Farm, nr Worksop, Notts, Farmer. Pet Feb 8. Wake. Sheffield, Feb 29 at 12

TUESDAY, Feb. 20, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Le Perrier, Paul Constant, Botolph lane, Merchant. Pet Feb 16. Murray. March 5 at 12

To Surrender in the Country.

Baker, Jas, Lewisham, Kent, Baker. Pet Feb 14. Farnfield. Greenwich, March 4 at 2
Barker, Jas, Reigate, Surrey, Tailor. Pet Feb 17. Rowland. Croydon, March 8 at 1
Child, Geo John, and Jas Lorimer, Shipley, York, Nurseryman. Pet Feb 16. Robinson. Bradford, March 5 at 9
Ferneyhough, Geo, Birm, Butcher. Pet Feb 16. Chauntler. Birm, March 4 at 2
Hawkins, Elias, Bath, Licensed Victualler. Pet Feb 16. Smith. Bath, March 1 at 11
Key, Geo, Lincoln, Grocer. Pet Feb 15. Uppleby. Lincoln, March 2 at 11
Lord, John, Bridge Clough, nr Newchurch, Lancashire, Manufacturer. Pet Feb 17. Tweedale. Oldham, March 6 at 11.30
Sully, Robt, Holcomb Rogus, Devon, Grocer. Pet Feb 15. Meyler. Taunton, March 2 at 10.30
Till, Richd Fras, Cosham, Hants, Builder. Pet Feb 16. Howard. Portsmouth, March 4 at 1
Taylor, Wm, and Jas Hy Betts, Coventry, Watch Manufacturers. Pet Feb 14. Kirby. Coventry, Feb 29 at 3

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 16, 1872.

Applebee, Wm, Birm, Coal Merchant. March 1 at 3, at office of Rowlands, Ann-st, Birm
Arstall, Augh, Cadishead, Lancashire, Joiner. Feb 29 at 2, at office of Cobbett & Co, Brown st Manch
Ashley, John, Lichfield, Licensed Victualler. Feb 26 at 11, at the Golden Ball Inn, Tamworth-st, Lichfield. Adams, Walsall
Bailey, Chas Irvine Conyngham, Fulham, Potter. Feb 29 at 3, at offices of Lawrance & Co, Old Jewry-chambers
Barberie, John, Slaugham, Sussex, Farmer. Feb 28 at 12, at the King's Head Hotel, Horsham. Woods & Dempster, Brighton
Barnes, Wm, Derby, Jeweller. March 7 at 11, at office of Leech, Full-st, Derby
Brown, Emma Mary, Hove, Sussex, Boarding-house Keeper. Feb 29 at 2, at office of Penfold, Middle-st, Brighton
Brownjohn, Hy, Church-lane, Whitechapel, Butcher. March 4 at 12, at offices of Birchell, Southampton-bldgs, Chancery-lane. Harrison, Furnival's-inn
Carmalt, Hy, Brockenhurst, Hants, Grocer. Feb 27 at 2, at office of Killby, Portland-st, Southampton
Carter, Chas, Lpool, Plumber. Feb 29 at 2, at offices of Sheen & Martin, South John-st, Lpool
Child, Alex Mackie, Wakefield, York, Builder. Feb 28 at 11, at office of Wainwright & Co, Crown-st, Wakefield
Coffen, Emma, Queen's-road, Bayswater, Dressmaker. Feb 28 at 12, at office of Kilvington, Queen-st, Cheapside
Conry, John, Cheetham, Manch, Doctor. March 1 at 3, at offices of Addleshaw, King-st. Manch
Crabb, Christian Fredk, Corn Market, Mark-lane, Miller. Feb 29 at 2, at offices of Hillcary & Tunstall, Fenchurch-bldgs
Davies, Wm, Lpool, Wine Merchant. March 1 at 1.30, at office of Morris, Harrington-st, Lpool
Davies, Saml, Lampeter, Cardigan, General-shop Keeper. Feb 28 at 11, at the Townhall, Carmarthen. Brittan & Sons, Bristol
Dedman, Tom, Dartford, Kent, out of business. March 5 at 12, at office of Gomme, Southampton-st, Strand. Clark, Dean's-ct, St Paul's Churchyard
Eccles, John, Blackburn, Lancashire, Oil Refiner. Feb 27 at 11, at offices of Radcliffe, Clayton-st, Blackburn
Elliker, Robt, Huntington, York, Victualler. Feb 29 at 12, at offices of Mann & Son, New-st, York
Ellis, John, St George, Gloucester. Earthenware Manufacturer. Feb 2, at 12, at offices of Clifton, Corn-st, Bristol
Eynon, Thos, Ockerhill, Tipton, Stafford, Butcher. March 2 at 12, at offices of Barrow, Queen-st, Wolverhampton
Fairhead, Chas, Kirton, Suffolk, Carpenter. March 12, at 12, at office Pollard, St Lawrence-st, Ipswich
Fensom, Susan, Little Heath, Potter's Bar, Middx, Widow. Feb 24 at 11, at offices of Harris, The Whitehouse, Hadley
Fitt, Jas, jun, Litcham, Norfolk, Grocer. Feb 28 at 12, at offices of Emerson & Sparrow, Rampant Horse-st, Norwich
Fleischmann, Alf, Cheltenham, Surgeon. Feb 27 at 3, at office of Stroud, Clarence-parade, Cheltenham
Fourness, Hy, Leeds, Grocer. Feb 26 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds
Freeland, Geo, Horsmonden, Kent, Draper. Feb 29 at 3, at the Angel Inn, Tunbridge. Palmer, Tunbridge
Gates, Saml, City-rd, Foreman Colour Grinder. March 1 at 12, at offices of Sykes, St Swithin's-lane
Gibbons, Richd Hy, Windsor, Berks, Wine Merchant. March 2 at 4, at the Castle Hotel, Windsor. Stottard, Serjeants'-inn
Gilchrist, John, Lpool, Draper. Feb 26 at 2, at office of Richardson & Co, Cook-st, Lpool
Green, Furlow Wm, Rendlesham-rd, Lower Clapton, Engineer. March 4 at 3, at offices of Birchall, Southampton-bldgs, Chancery-lane.
Greensmith, Geo, Wombwell, York, Coke Burner. Feb 28 at 12, at the County Court-house, Barnsley. Johnson, Sheffield
Gyngell, Augustus Geo, Winchester, Hants, Photographer. Feb 28 at 1, at the Eagle Hotel, Railway Station, Winchester
Hemberg, Antoine, Langley-pl, Commercial-rd East, Bootmaker. Feb 28 at 3, at offices of Godfrey, Basinghall-st
Hemmings, Jas, Dudley, Worcester, Boot Manufacturer. Feb 29 at 3, at offices of Lowe, Temple-st, Birm
Holtham, Herbert Wm, Brighton, Sussex, Attorney. March 1 at 3, at 54, Ship-st, Brighton. Black & Co, Brighton
Humberstone, Jas, Codnor, Derby, Draper. March 4 at 11, at the Bell Inn, Derby. Cursham
Jeeves, Hy, Sandy, Bedford, Gardener. Feb 29 at 3, at the Greyhound Hotel, Sandy. Stimson, Bedford
Johnson, John, Sale, Chester, Commercial Traveller. March 1 at 2, at the Brunswick Hotel, Piccadilly, Manch. Mair, Macclesfield
Jones, Ellis, jun, Great Wild-st, Lincoln's-inn-fields, Draper. March 5 at 2, at offices of Blachford & Riches, Gt Swan-alley, Moorgate-st
Jones, John, Worthen, Salop, Builder. March 1 at 11, at office of Clarke, Swan-hill, Shrewsbury
Jones, John Chas, Shrewsbury, Salop, Wine Merchant. March 1 at 12, at the Lion Hotel, Shrewsbury. Craig, Shrewsbury
Jordan, Edwd, jun, Abersychan, Monmouth, Cordwainer. Feb 27 at 11, at the Commercial Rooms, Small-st, Bristol. Greenway & Bytheway, Pontypool
Lee, John, Bradford, York, Hay Dealer. Feb 24 at 11, at offices of Rhodes, Duke-st, Bradford
Mansfield, Danl, & Albert John Ravenshear Booth, Buckingham, Builders. Feb 28 at 10, at the Swan and Castle Hotel, Buckingham. Kilby & Son, Banbury
Marquetti, Nugent Phillip, Western House, Old Brompton, Clerk. Feb 28 at 11, at offices of Davis, Bedford-row
Marsh, Thos, Standish, Lancashire, Innkeeper. Feb 29 at 3, at offices of Leigh & Ellis, Commercial-yd, Wigan
Maskell, Mary Eliz, Brynmawr, Brecon, Grocer. Feb 27 at 2, at office of Jones, Frogmore st, Abergavenny
Mason, John, Boroughbridge, York, Dealer in Linseed Cakes. March 4 at 1, at office of Paley & Husband, Boroughbridge
May, Richd Stephens, Liskeard, Cornwall, Bootmaker. March 1 at 12, at offices of Boyes & Co, Frankfort-st, Plymouth
McGlone, Hugh, Caerleon, Monmouth, Licensed Victualler. Feb 27 at 11, at offices of Lloyd, Bank-chambers, Newport
Medwerth, Arthur, West-st, Battersea Park, out of business. Feb 29 at 2, at office of May, Golden-sq
Meusch, Fredk Louis, Leadenhall-st, Merchant. March 2 at 12, at offices of Wills, Gresham-bldgs, Basinghall-st. Handson
Morley, Matthew, High-st, Kensington, Job Master. March 6 at 12, at the Bell and Anchor Tavern, North-end, Hammersmith rd. Claydon, Lupus-st, Pimlico
Parker, Alf, & Geo Smith, Salford, Lancashire, Grocers. Feb 29 at 4, at offices of Addleshaw, King-st, Manch
Parker, Amos Fras, Belton, Leicester, Thrashing Machine Proprietor. March 5 at 12, at offices of Deane, Market-pl, Loughborough
Parker, Nicholas Hartnoll, Swansea, Glamorgan, Farmer. Feb 26 at 11, at 7 Rutland-st, Swansea. Morris
Parsons, Jas Edwd, Walton-grounds, King's Sutton, Northampton, Farmer. March 1 at 3, at the Red Lion Hotel, High-st, Banbury. Bain, Banbury
Patterson, Elbin, Ipswich, Suffolk, Builder. Feb 29 at 11, at offices of Jackaman & Sons, Silent-st, Ipswich
Penistan, Richd, Middle Rasen, Lincoln, Miller. March 4 at 11, at the White Hart Inn, Market Rasen. Hughes, Lincoln
Phelps, Fredk, New North-rd, Optician. Feb 29 at 3, at 33, Gutter-lane. Davis, Old Jewry
Phillips, Thos, New-st-hill, Shoe-lane, Dairyman. Feb 29 at 3, at office of Ablett, Cambridge-ter, Hyde-park
Plews, Jas, Potternewton, Leeds, Bookkeeper. March 5 at 2, at offices of Fawcett & Malcolm, Park row, Leeds
Randell, Saml, Gt Yarmouth, Norfolk, Tailor. March 4 at 12, at office of Palmer, South Quay, Gt Yarmouth
Rawson, Joshua, Leeds, Cloth Merchant. Feb 27 at 12, at offices of Ford & Co, Albion-st, Leeds
Richardson, Edwd, & Walter Richardson, Hastings, Sussex, Ironmongers. March 4 at 3, at offices of Tilley & Shenton, Finsbury pl South
Riley, John, Burnley, Lancashire, Draper. March 1 at 11, at office of Boote & Edgar, George st, Manch. Hartley, Nicholas st, Burnley

Robertson, John Chas, Scarborough, York, Schoolmaster. March 2 at 2, at offices of Williamson, Newborough st, Scarborough
Rogers, Wm Albert, Erdington, Warwick, out of business. Feb 23 at 10, at offices of East, Colmore row, Birm
Salvidge, Archibald Tutton, Birkenhead, Chester. Licensed Victualler. March 1 at 3, at office of Gregory, Sweeting st, Lpool
Scott, John, Seacombe, Chester, Builder. March 4 at 2, at offices of Lupton, Harrington st, Lpool
Smith, John Barnard, Stroud Green rd, Holloway, Lime Merchant. March 2 at 3, at offices of Evans & Co, John st, Bedford row
Speight, John, Bowling, Bradford, York, Worsted Spinner. March 4 at 10, at offices of Hargreaves, Market st, Bradford
Stratton, Robt Nelson, Folkestone, Kent. March 6 at 3, at the Royal George Hotel, Folkestone. Minter, Folkestone
Surgess, Jas, Openshaw, nr Manch, Boot Manufacturer. March 4 at 3, at office of Rideal, Brittania-chambers, Ridgefield, Manch
Tempest, Joseph, Rochdale, Lancashire, Cotton Waste Dealer. March 6 at 3, at offices of Holland, Baillie st, Rochdale
Waits, Wm Stephen, Wareham st, New North rd, Chair Maker. Feb 21 at 3, at offices of Thwaites, Basinghall st. Dobie, Basinghall st
Watkins, Edwd, Brynmawr, Brecon, Grocer. Feb 28 at 2, at office of Jones, Frogmore st, Abergavenny
Whittaker, Saml, Heanor, Derby, Journeyman Builder. Feb 28 at 3, at office of Heath, Amen alley, Derby

TUESDAY, Feb. 20, 1872.

Allin, Jas, Bexley Heath, Kent, Publican. March 4 at 3, at office of Muskett, William st, Woolwich
Barraclough, Geo, Chickenley Heath, Dewsbury, York, Whitesmith. March 5 at 3, at the Batley Station Hotel, Batley. Mitchell, Ossett
Barrett, Wm, Norton, Suffolk, Butcher. March 6 at 10.30, at offices of Partridge & Greene, Crown st, Bury St Edmunds
Brown, Thos, Tinsley, York, Beerhouse Keeper. March 4 at 11, at offices of Wainwright & Co, Crown ct, Wakefield
Chandler, Geo, Gilbert st, Oxford st, Carpenter. March 12 at 11, at office of Greaves, Essex st, Strand
Conlam, Wm Harding, Louth, Lincoln, Builder. March 2 at 11, at 94, Eastgate, Louth. Mason & Falkner, Louth
Coward, Wm, Lpool, Boot Manufacturer. March 4 at 3, at offices of Ponton, Vernon chambers, Vernon st, Lpool
Cutcliffe, Thos Brown, & John Watson, High st, Borough, Tailors. March 5 at 3, at offices of Brown, Basinghall st
Dalgliesh, Jas, Lpool, Restaurant Keeper. March 2 at 12, at office of Fowler & Carruthers, Clayton sq, Lpool
Derrett, Emily, Newport, Monmouth, Tea Dealer. March 4 at 2, at office of Graham, Commercial st, Newport
Dodd, Geo, Lpool, Grocer. March 4 at 3, at office of Masters & Fletcher, North John st, Lpool
Dupree, John Fras Leather lane, Holborn, China Merchant. Feb 26 at 3.30, at offices of Hope, Serle st, Lincoln's inn fields
Eggett, Wm, Wiggenhall St Germains, Norfolk, Farmer. March 4 at 12, at the Bank Room, Athenæum, King's Lynn
Evans, John, Welchpool, Montgomery, Watchmaker. March 6 at 12, at office of Jones, Severn st, Welchpool
Fielden, Joseph, Bradford, York, Coal Merchant. March 5 at 11, at office of Wood & Killick, Commercial Bank bldgs, Piece Hall-yard, Bradford
Fisher, Hy, Derby, General Dealer. March 8 at 3, at offices of Briggs, Full st, Derby
Ford, Wm, Hampton Wick, Middx, Malster. March 2 at 3, at offices of Sherrard, Brook st, Kingston-on-Thames
Gosling, Geo John, Bariborough, Derby, Grocer. March 1 at 3, at offices of Gee, Fig Tree chambers, Sheffield
Gregory, Geo Owen, Sheffield, Fleam Maker. March 5 at 1, at office of Machen, Bank st, Sheffield
Griffiths, Edwd Thos, Cardiff, Glamorgan, Pitwood Dealer. Feb 29 at 2, at offices of Barnard & Co, Crockherbtown, Cardiff. Griffith, Cardiff
Hallas, Chas Edwd, Lpool, Book-keeper. March 4 at 2, at offices of Sheen & Martin, Adelphi Bank chambers, South John st, Lpool. Lowe, Lpool
Hamilton, John, Sunderland, Durham, Builder. March 6 at 12, at office of Oliver, John st, Sunderland
Hammond, Thos, & Jas Cleminson, Old st, St Luke's, Ironmongers. March 5 at 1, at offices of Nicholls & Leatherdale, Old Jewry chambers, Old Jewry. Reeve, Lilypot lane, Noble st
Hargreaves, John, sen, John Hargreaves, jun, & Geo Hargreaves, Over Darwen, Lancashire, Comm Agents. March 2 at 12, at offices of Kendall & Costeker, Church st, Over Darwen
Harrison, Agnes, Croydon, Surrey, Milliner. March 2 at 10, at office of Smith & Co, Basinghall st
Hillery, John, Derby, Hotel Keeper. March 6 at 11, at offices of Flint, Full st, Derby
Horne, Septimus, Furnival's inn, Holborn, Wine Merchant. March 14 at 3, at offices of Lawrance & Co, Old Jewry chambers
Howat, Hugh, Grimsbury, Northampton, Draper. March 9 at 12, at office of Goldring, Chancery lane. Crosby, Banbury
Hubbe, Eduard Simeon, Mincing lane. March 11 at 3, at office of Harcourt & McArthur, Moorgate st
Irons, Thos, Upper Boddington, Northampton, Cattle Salesman. March 14 at 11, at office of Crosby, High st, Banbury
Jones, Edwd Thos, Neath, Glamorgan, Grocer. March 1 at 1, at offices of Barnard & Co, Albion chambers, Bristol. Morgan, Neath
Jones, Thos, & Geo Jones, Beveley, Wellington, Salop, Chartermasters. March 8 at 12, at the Charlton Arms Hotel, Wellington. Marcy, Wellington
Jones, Wm, Stoke upon Trent, Stafford, Joiner. Feb 29 at 11, at offices of Welch, Caroline st, Longton
Kember, Alfd, Cross rd, Croydon, Grocer. March 5 at 1, at the Guildhall Coffee House, Gresham st. Parry, King st, Cheapside
Kempson, Simeon Robinson, Penge, Surrey, Grocer. March 1 at 2, at offices of Carter & Bell, Leadenhall st, in lieu of the time and place originally named
Kirrage, Joseph, Old Windsor, Berks, Builder. March 1 at 2, at the Adelaide Hotel, King's rd, Windsor. Roberts, Spring gardens
Knights, Ling, Eydon Moors, Northampton, Farmer. March 6 at 2, at offices of Munton & Stockton, High st, Banbury
Lavington, Hy, Clarendon rd, Notting hill, Draper. March 1 at 12, at offices of Ladbury & Co, Cheapside. Davidson & Co, Basinghall st
Lear, Thos Falk, Aldermanbury Postern, Woollen Manufacturer's Agent. Feb 27 at 3, at Mullen's Hotel, Ironmonger lane, Cheapside. Barton, Finsbury
Maddox, Wm, Church st, Deptford, out of business. Feb 29 at 2, at office of Morris, Jermyn st, St James's
Mann, Hy Barons, Leamington Priors, Warwick, Agricultural Chemist. March 4 at 11, at office of Abbott, Spencer st, Leamington
Mansfield, Richd, Sheffield, Herbalist. March 2 at 12, at office of Tattershall, Queen st, Sheffield
Mayes, Richd, East Dereham, Norfolk, Builder. March 9 at 11, at office of Saunders, East Dereham
Mercer, Thos, & John Calvert, Clayton-le-Moors, Lancashire, Cotton Manufacturers. March 2 at 11, at the White Bull Hotel, Church st, Blackburn. Eastham, Clitheroe
Miller, Saml Hy, Redhill, Surrey, Watchmaker. Feb 29 at 3, at offices of Howell, Cheapside
Mills, Wm, Birm, Jeweller. March 4 at 11, at offices of Free, Temple row, Birm
Morris, Aaron, Duke st, Aldgate, Woollen Draper. March 5 at 2, at office of Poole, Bartholomew close
Morris, Hy, Newbury, Berks, out of business. March 1 at 11, at the White Hart, Newbury. Lucas, Newbury
Mortimer, Robt, Eccleshill, York, Flannel Manufacturer. March 7 at 3, at offices of Atkinson, Tyrrel st, Bradford
Nelson, John, Necton, Norfolk, Builder. March 7 at 11, at office of Saunders, East Dereham
Newton, Robt, Oakworth, York, Twine Manufacturer. March 14 at 3, at office of Atkinson, Tyrrel st, Bradford
Porter, John, Bristol, Grocer. March 4 at 12, at offices of Stanley and Wasbrough, Royal Insurance bldgs, Corn st, Bristol
Preston, Wm, and John Preston, Stretford, nr Manch, Plumbers. March 2 at 11, at offices of Addleshaw, King st, Manch
Purdon, John, & Joseph Cocker, York, Ship Carpenters. March 7 at 3, at offices of Holtby, New st, York
Pye, Simeon, Leeds, Hairdresser. Feb 29 at 11, at offices of Pullan, Bank chambers, Park-row, Leeds
Richards, Jas, Coleorton, Leicester, Comm Agent. March 4 at 12, at the Queen's Hotel, Ashby-de-la-Zouch. Wilson, Burton-upon-Trent
Riddiford, Hy Trench, Kentish Town rd, Grocer. March 2 at 12, at the Guildhall Coffee House, Gresham st. Aird, Eastcheap
Roberts, Thos Edwd, Denbigh, Druggist. Feb 29 at 12, at the Blossoms Hotel, Chester. Weston, Denbigh
Robinson, Wm Chas, Plumstead, Kent, Grocer. March 7 at 2, at the Mason's Hall Tavern, Mason's-avenue, Basinghall st. Priest, Buckingham st, Strand
Saunders, Wm Raffell, Plymouth, Devon, Slate Merchant. March 4 at 11, at offices of Greenway & Adams, Frankfort st, Plymouth
Sheppard, Wm, Bedford, Butcher. March 7 at 11, at offices of Whyley & Piper, Dame Alice st, Bedford
Shuter, Saml, Brushfield st, Bishopsgate, Hat Manufacturer. March 11 at 2, at office of Solomon, Finsbury pl
Stevens, Ewing Gwin, Longton, Stafford, Grocer. Feb 29 at 2, at office of Welch, Caroline st, Longton
Stevenson, Jas, Old Compton st, Soho, Assistant to a Baker. March 1 at 3, at offices of Hicklin & Washington, Trinity sq, Southwark
Thurstans, John Fredk, Wolverhampton, Stafford, Attorney-at-Law. March 5 at 12, at offices of Underhill, Darlington st, Wolverhampton
Thwaites, Hy, & John Ashcroft, Preston, Lancashire, Drapers. March 4 at 2.30, at offices of Edelston, Winckley st, Preston
Tolley, Wm, Mintern st, New North rd, Hoxton, Chair Manufacturer. March 4 at 12, at offices of Sydney & Co, Basinghall st
Tredwell, Wm, Penaford, Somerset, Contractor. Feb 28 at 12, at offices of Clifton, Corn st, Bristol
Webb, Wm, Cirencester, Gloucester, Toy Dealer. March 4 at 12, at Northfield House, North pl, Cheltenham. Potter
Wells, Jas, Sloane st, Chelsea, Grocer. Feb 29 at 1, at office of Symth, Rochester row, Westminster
Wilcock, Wm, Wesham, Lancashire, Grocer. March 4 at 11, at the Black Horse Inn, Preston st, Kirkham. Plant & Abbott, Preston
Williams, Geo, Harmondsworth, Middx, Licensed Victualler. March 7 at 2, at offices of Ager, Barnard's inn, Holborn. Roberts, Spring gardens, Whitehall
Williams, Wm, Bristol, Grocer. Feb 23 at 11, at offices of Essery, Guildhall, Broad st, Bristol
Williams, Wm, Cathay, Bristol, Builder. March 6 at 12, at offices of Buckland, Bristol chambers, Nicholas st, Bristol
Wilson, Thos, Wakefield, York, Carrier. March 6 at 2, at offices of Stringer, Ossett

CLERICAL, MEDICAL, AND GENERAL
LIFE ASSURANCE SOCIETY.

Directors.

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Actuary and Secretary.
GEORGE CUTCLIFFE, Esq.

Assistant Actuary.
BENJAMIN NEWBATT, Esq.

NINTH BONUS MEETING, JANUARY 4th, 1872.

The following are Extracts from the Report of the Directors:—

1.—PROGRESS OF THE SOCIETY IN THE BONUS PERIOD.

"1. AS TO INCOME:

The new Assurances were 2,150 in number, for an aggregate sum of £1,356,303, at premiums amounting to £44,624 per annum—results which, viewed in relation to the depressed condition of Life Assurance during much of the period, cannot be regarded as other than satisfactory.

The Yearly Revenue was increased by over £21,000 per annum, and reached £236,563 on the 30th June, 1871.

The Interest yielded by the whole of the Funds, whether invested or uninvested, was £4: 5: 0 per cent. on the average of the entire period, being fully 3s. per cent. more than that realised in the previous period. This increase was obtained not only without loss, but without the smallest impairment of security.

2. AS TO OUTGOINGS:

The Claims which accrued by the death of 795 persons, assured by 977 Policies, amounted to £246,481. . . The mortality . . was very favourable to the Society, the payments having been below those estimated by fully £25,000, and the deaths which occasioned them fewer by 93 than the number expected.

The Expenses incurred in conducting the business, always moderate and well within the provision made for them in the premiums, were fractionally less than in the previous period, and fell below 7½ per cent. on the Revenue.

It is thus seen that side by side with uniform success in the transactions of the Quinquennium, there was continuous growth in the resources and magnitude of the Society, which consequently stood, at the closing of the books, on a broader basis than at any former time."

2.—FINANCIAL POSITION OF THE SOCIETY ON JUNE 30th, 1871.

"The subsisting Assurances on the 30th June were 8,679 in number, assuring, with their Bonus additions, the sum of £5,455,089.

	£ s. d.
The Assurance Fund at the date of Valuation was	1,826,453 10 9
And the total calculated Liability	1,477,179 17 3
Leaving a Surplus of	£349,273 13 6

Deducting therefrom the permanent Reserve Fund of £50,000, pursuant to sec. 32 of the Society's Special Act of Parliament, there remains to represent the profit of the 5 years the large sum of £299,273: 13: 6, an amount equal to 26 per cent. of the total Revenue from all sources during the 5 years, and exceeding by £59,631: 6: 5 the surplus of the previous Quinquennium.

This Surplus is matter for hearty and unmixed congratulation, and justifies the preference shown by the Board for a well-selected list tending to profit. It must, however, be remembered that although owing in the main to ordinary recurring causes, and to sources of having every prospect of permanence, it is, nevertheless, certain that its unprecedented enlargement is due to a condition of mortality favourable beyond previous experience, to be probably compensated under the law of averages by an increase of deaths hereafter beyond those allowed for in the calculations.

Deeming it prudent to provide for such a contingency, the Directors have, under the advice of their Actuary, set aside the sum of £28,000 for this purpose. Of the remaining £274,273: 13: 6, they now recommend the division of £270,000, a sum greater by £33,000 than any previously divided, and sufficient to give to the shareholders £9 a share, and to the assured the largest bonus ever allotted to them."

3.—RESULTS OF THE DIVISION.

"Of the sum now to be divided, five-sixths, or £225,000, will fall to the Assured, and will produce a reversionary addition to the Policies of £323,871.

This Reversionary Bonus will average 49 per cent., or vary according to age from 34 to 89 per cent. on the Premiums received in the Quinquennium on all the Policies amongst which it will be distributed.

The Cash Bonus, which is the present value of the Reversionary Bonus, and therefore the true measure of the allotment, will amount to 29 per cent. on the like payments, as against 26 per cent. at the last division, and 28 per cent. in 1863, which was the highest previous percentage. No comment can illustrate better than this comparison the merits of the present Division."

THE NEXT DIVISION OF PROFITS will take place in January, 1877, and Persons who effect NEW POLICIES BEFORE THE END OF JUNE NEXT will be entitled at that Division to one year's additional share of Profits over later Entrants.

The Report above mentioned, a detailed account of the proceedings of the Bonus meeting, the returns made to the Board of Trade, and every information, can be obtained of

GEORGE CUTCLIFFE, Actuary and Secretary,
13, St. James's-square, London, S.W.

COMMISSION.

10 PER CENT. *on the First Premium, and* 5 *per Cent. on Renewals, is allowed to Solicitors. The Commission will be* CONTINUED *to the Person introducing the Assurance, without reference to the channel through which the Premiums may be paid.*